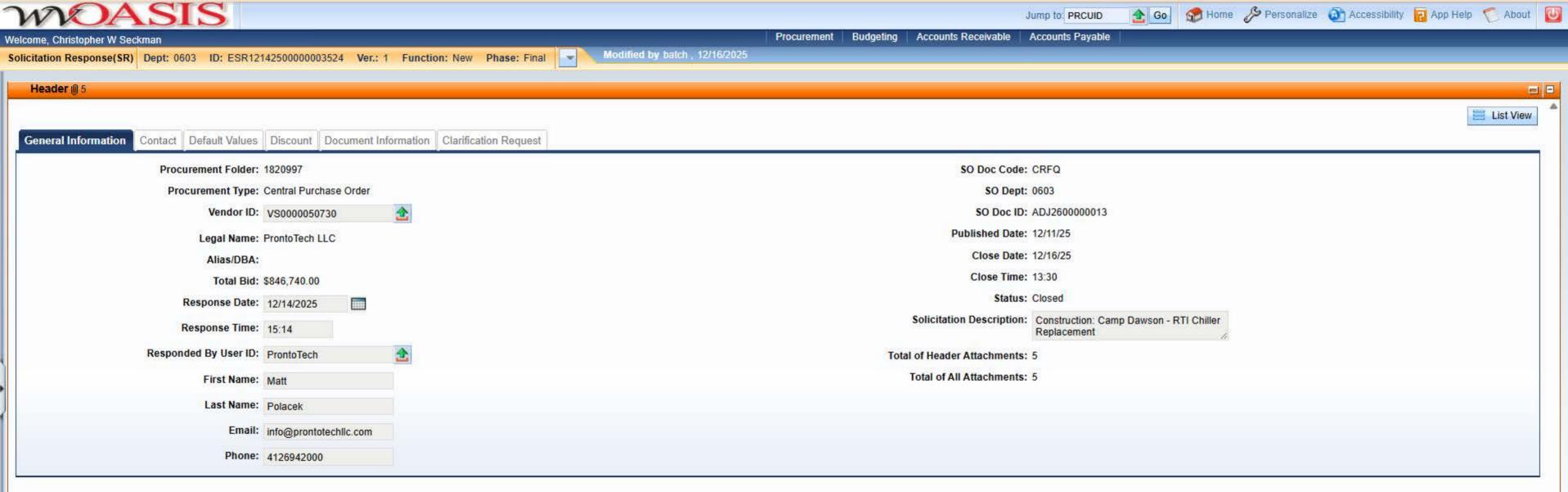
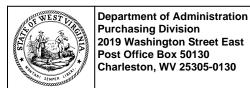


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





## State of West Virginia Solicitation Response

Proc Folder: 1820997

Solicitation Description: Construction: Camp Dawson - RTI Chiller Replacement

**Proc Type:** Central Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2025-12-16 13:30
 SR 0603 ESR12142500000003524
 1

**VENDOR** 

VS0000050730 ProntoTech LLC

Solicitation Number: CRFQ 0603 ADJ2600000013

**Total Bid:** 846740 **Response Date:** 2025-12-14 **Response Time:** 15:14:10

Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor Signature X

FEIN# DATE

All offers subject to all terms and conditions contained in this solicitation

 Date Printed:
 Dec 16, 2025
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	- RTI Chiller Replacement	0.00000			846740.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

#### **Commodity Line Comments:**

#### **Extended Description:**

See the Bid Form to input pricing. Contract Item #1- Lump Sum Price for Base Bid for Replacement of the RTI replacement.

FORM ID: WV-PRC-SR-001 2020/05 Date Printed: Dec 16, 2025 Page: 2

#### SECTION 00 4100 BID FORM

#### WV ARNG CAMP DAWSON RTI CHILLER REPLACEMENT

#### 1.01 TO:

A. WV Army National Guard (WVARNG) (Owner)
Adjutant General's Office
1707 Coonskin Drive
Charleston, WV 25311

#### 1.02 FOR:

- A. Project: WVARNG Camp Dawson RTI Chiller Replacement
  - 1. 1001 Army Road
  - 2. Kingwood WV, 26537

1.03	DATE:	12/14/2025	(BIDDER TO ENTER DATE

#### 1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A.	Bide	er's Full NameProntoTech LLC	Bidder's Full Name Pron			
	1.	Address 120 Harmony Road	Address12			
	2.	City, State, Zip Wexford, PA 15090	City, State, Zip			

#### **1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Miller Engineering, Inc for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Base Bid Work for the Sum of:
- B. BASE BID:

  Eight Hundred Fourty Six Thousand Seven Hundred Fourty

  dollars

  (\$ 846,740 ), in lawful money of the United States of America.
- C. We have included the required security Bid Bond as required by the Instruction to Bidders.

#### 1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within <u>seven days</u> of receipt of Notice of Award. Bonds are required prior to award.
  - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by

- reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.
- E. All applicable federal, state, and local taxes are included in the Bid Sums.

#### 1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 120 calendar days from the written Notice to Proceed

#### 1.08 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1.	Addendum #	1	Dated	11/19/2025	
2.	Addendum #			12/05/2025	
3.	Addendum #	3	Dated	12/11/2025	
4.	Addendum #		Dated		
5.	Addendum #		Dated		

#### 1.09 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
  - 1. Copy of Contractor's Valid WV Contractor's License
  - 2. WV Drug Free Work Place Affidavit
- B. We agree to submit the following Supplements to Bid Forms within 72 hours after submission of this bid for additional bid information:
  - 1. AIA A305 Contractor's Qualification Statement

#### 1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B ProntoTech LLC
- C. (Bidder print the full name of your firm)
- D. was hereunto affixed in the presence of:
- F Brian Putos Member
- F. (Authorized signing officer, Title)
- G. (Seal) B. Ofr
- H. Brian Putos Member
- I. (Authorized signing officer, Title)

**END OF SECTION** 

#### CAMP DAWSON RTI CHILLER REPLACEMENT KINGWOOD, WV

#### BID FORM SECTION II — BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

Bid items with the same number must include the same unit price.

LS — Lump Sum, TN = Ton, SY = Square Yard, EA = Each, LF = Linear Foot

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	General Conditions, Bonds, etc.	1	LS	\$21,240	\$21,240
2	Mobilization/Demobilization	1	LS	\$11,800	\$11,800
3	General Project Administration	1	LS	\$14,160	\$14,160
4	Project Quality Control	1	LS	\$9,440	\$9,440
5	Division 2 -Demolition	1	LS	\$6,300	\$6,300
6	Division 3 - Concrete	1	LS	\$13,300	\$13,300
7	Division 8 - Openings	1	LS	\$20,400	\$20,400
8	Division 23 - HVAC	1	LS	\$702,100	\$702,100
9	Division 26 - Electrical	1	LS	\$48,000	\$48,000

#### CAMP DAWSON RTI CHILLER REPLACEMENT KINGWOOD, WV

#### BID FORM SECTION III — DESCRIPTION OF BID ITEMS

Bid Item 1:	General Conditions, Bonds, Etc.				
Unit:	Lump Sum				
Description:	This work shall consist of the performance of all construction shown on the Drawings and as specified to complete the Camp Dawson RTI Chiller Replacement including those portions of construction included in Bid Item Nos. 2 through 15.				
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.				
Payment:	Payment for this Item will be in accordance with the specifications.				
Bid Item 2:	Mobilization/Demobilization				
Unit:	Lump Sum				
Description:	This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; establishment and removal of contractor's field office and storage facilities, including fenced enclosure of staging area.				
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.				
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.				
	General Project Administration				
Bid Item 3:	Lump Sum				
Unit: Description:	This work shall consist of performing the construction administrative duties associated with managing the construction as stated in Division 1 and throughout the Specifications, providing construction layout, administration and maintenance of all required permits for the project, including permit fees, and Business and Occupation Taxes.				
	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.				
Measurement:	This item will be paid for at the contract lump sum price, based on percentage of contract completion				
Payment:					

#### **Project Quality Control**

Bid Item 4:	Lump Sum				
Unit	This work shall consist of establishing and maintaining a quality control program throughout the duration of the project.				
Description:					
	There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.				
Measurement:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.				
Payment					
	Demolition				
	Lump Sum				
Bid Item 5:					
Unit:	This work shall consist of all demolition and cutting and patching work shown on the Drawings and as specified in Division 1 and 2 Specification Sections. This includes				
Description:	performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control required to complete the work.				
	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.				
Measurement:	Payment shall be made at the contract unit price per lump sum.				
Payment					
	Concrete				
Bid Item 6:	Lump Sum				
Unit:	This work shall consist of demolition and placement of concrete as shown on the Drawings and as specified in Division 1 and 6 Specification Sections. This includes performing all				
Description:	work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control required to complete the work.				
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.				
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.				

Bid Item 7:	Openings
Unit:	Lump Sum
Description:	This work shall consist of all openings work as shown on the Drawings and as specified in Division 1 and 8 Specification Sections. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control required to complete the work.
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum

Measurement will be based on completion of the work described, prorated from lump sum

amounts according to the Basis of Payment below.

This item will be paid for at the contract lump sum price, based on percentage of contract

completion.

Bid Item 8: HVAC

Payment:

Unit: Lump Sum

Description: This work shall consist of all HVAC work shown on the Drawings and as specified in

Division 1 and 23 Specification Sections. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials,

incidentals, and quality control required to complete the work.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum

amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract

completion.

Bid Item 9: Electrical

Unit: Lump Sum

Description: This work shall consist of all electrical work supporting the chiller replacement as shown

on the Drawings and as specified in Division 1 and 23 Specification Sections. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control

required to complete the work.

Measurement

Measurement will be based on completion of the work described, prorated from lump sum

amounts according to the Basis of Payment below.

Payment:

This item will be paid for at the contract lump sum price, based on percentage of contract

completion.

#### **SECTION 00 6000**

#### **PROJECT FORMS**

### THE AIA FORMS FOLLOWING THIS SECTION WILL BE UTILIZED IN THE EXECUTION OF THE PROJECT

**END OF SECTION** 

## **CONTRACTOR LICENSE**

AUTHORIZED BY THE

West Virginia Contractor Licensing Board

NUMBER: WV064551

#### CLASSIFICATION:

HVAC PLUMBING SPECIALTY

> PRONTOTECH LLC 120 HARMONY ROAD WEXFORD, PA 15090

DATE ISSUED

**EXPIRATION DATE** 

DECEMBER 8, 2025

**DECEMBER 8, 2026** 

Authorized Signature

Chair, West Virginia Contractor Licensing Board



WEST VIRGINIA

CONTRACTOR LICENSING

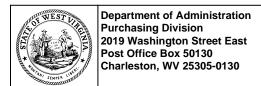
A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Monongalia, TO-WIT:					
I, KEYIN J. HAMILTON, after being first duly sworn, depose and state as follows:					
1. I am an employee of ProntoTech LLC ; and,					
1. I am an employee of; and, (Company Name)					
2. I do hereby attest that ProntoTech LLC					
(Company Name)					
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.					
The above statements are sworn to under the penalty of perjury.					
Printed Name: KEVIN J. HAMILTON					
Signature: frem of Hanth					
Title: Manager					
Company Name: ProntoTech LLC					
Date: 12-8-25					
Taken, subscribed and sworn to before me this 8th day of Becember, 2025.					
By Commission expires July 9, 2026					
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA Crystal Isner Lang					
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY					
WITH WV CODE PROVISIONS FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.					
The state of the s					



### State of West Virginia Centralized Request for Quote

**Proc Folder:** 1820997

**Reason for Modification:** 

**Doc Description:** Construction: Camp Dawson - RTI Chiller Replacement

Addendum No. 1 to provide the prebid sign-in sheets and the

project manual.

**Proc Type:** Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2025-11-19
 2025-12-09
 13:30
 CRFQ
 0603
 ADJ2600000013
 2

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

**VENDOR** 

**Vendor Customer Code:** 

Vendor Name: ProntoTech LLC

Address: 120

Street: Harmony Road

City: Wexford

State: Pennsylvania Country: U.S.A. zip: 15090

Principal Contact: Matej Polacek

Vendor Contact Phone: 412 694 2000 Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

 Vendor
 Signature X
 FEIN#
 81-2572573
 DATE
 12/08/2025

All offers subject to all terms and conditions contained in this solicitation

Date Printed: Nov 19, 2025 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

#### **ADDITIONAL INFORMATION**

Addendum No. 1

To provide the Prebid Meeting Sign-in sheets, see attached.

To provide the Project Manual, see attached.

Bid Opening Date and Time remains December 9, 2025, at 1:30 pm., EST.

No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD US	WV

Line	Comm Ln Desc	Qty	Unit Issue	<b>Unit Price</b>	<b>Total Price</b>
1	- RTI Chiller Replacement	0.00000			

Comm Code	Manufacturer	Specification	Model #	
72000000				

#### **Extended Description:**

See the Bid Form to input pricing.

Contract Item #1- Lump Sum Price for Base Bid for Replacement of the RTI replacement.

#### **SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	Event Date
1	Mandatory Prebid Meeting at 10:00 am., EST.	2025-11-18
2	Vendor Technical Quesitons Due By 11:00 am., EST.	2025-12-03

### SOLICITATION NUMBER: CRFQ ADJ2600000013 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("ADJ2600000013") to reflect the change(s) identified and described below.

Applicable Addendum Category	Api	plicab	ole A	dden	dum	Category
------------------------------	-----	--------	-------	------	-----	----------

	Modify bid opening date and time.
	Modify specifications of product or service being sought.
	Attachment of vendor questions and responses.
$\boxtimes$	Attachment of pre-bid sign-in sheet.
	Correction of error.
$\boxtimes$	Other

#### **Description of Modification to Solicitation:**

- 1. To provide the Prebid Meeting Sign-in sheets, see attached.
- 2. To provide the Project Manual, see attached.
- 3. Bid Opening Date and Time remains December 9, 2025, at 1:30 pm. EST.

No other changes.

**Additional Documentation: Documentation** related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



# DEPARTMENT OF THE ARMY CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE JOINT FORCES HEADQUARTERS WEST VIRGINIA 1707 COONSKIN DRIVE CHARLESTON, WEST VIRGINIA 25311-1026

11/19/2025

#### ADDENDUM NO. 1 CRFQ- ADJ2600000013

RE: Construction: Camp Dawson - RTI Chiller Replacement

TO: Prospective Bidders

FROM: West Virginia Army National Guard

NOTE: This Addendum forms a part of the Contract Documents and modifies the original Bidding

Documents.

#### **PART 1 - INFORMATION FOR BIDDERS**

1. To attached the Project Manual

2. Bid opening date and time remain December 9th, 2025

1:30pm

3. Attaching the Pre-bid sign-in sheet

PART 2 - PROJECT MANUAL

PART 3 - PRE-BID SIGN-IN SHEET

See Attached

Solicitation Number: CRFQ ADJ26-13

Date of Pre-Bid Meeting: November 18th, 2026

Location of Prebid Meeting: Camp Dawson RTI

#### Please Note:

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
Rad Hound	Billy	8236 Nutter Fait	304-263	304 624	
Cans from chosm	Lambert	WV 26302	5345	7187	Co. Com
Reiteel Corp	Dylan Marker				Britzel Corp. com
RHLapp	Wyatt Morker	880 Kelly RD.	301-724		WMarker &
SEC. 10.1		Cumberland MD	6650	,	RHLopp.com
Dan Hill Construct	Jaine Holler	Glern Ferriss WV	JOY 632 1600		Dan. Hill a dan Hill con.
The Engineers	the troup	54 west Run Road norgantum WV Z6508	384 291 2234		Houng millowy iset
Egoung	Craig mille	54 west Run Road Mogatown WV 26508	304 29/2234		coniller a miller egener

<sup>\*</sup>One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Solicitation Number: CRFQ ADJ26-13

Date of Pre-Bid Meeting: November 18th, 2026

Location of Prebid Meeting: Camp Dawson RTI

#### Please Note:

Firm Represented:*	Rep Name (Printed):	<u>Firm Address:</u>	Telephone #:	<u>Fax #:</u>	Email:
Alpha "	Brandi Hines	7200 Pish bution Dr.	304-843 5714		brandi. hines @ aamservice.com
Alpha	Chris Magee	7200 Distribution	0322		Chris. Mayee a aamservice. com
JBMech.	Brian Friedrich	70 SouthStreet washing to PA	1103		bfriedrich ac JBmechanical. Com
C 0 + H	Eric Riley	Marjortonn Ind Did Marjortonn VV 26501	304-296-7135	3	Joy @ CPHWV. COM Eric @ CPHWV. COM
ProntoTech UC	Derrick Buhonick	Wextord, PA 15090	412-694-2000		Info@ProntoTechLLC,com
Casto Tech	Jose Moveno	235 Middletown Rd Fairmont	304-545-3522		¿moveno @ castotech co

<sup>\*</sup>One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Solicitation Number: CRFQ ADJ26-13

Date of Pre-Bid Meeting: November 18th, 2026

Location of Prebid Meeting: Camp Dawson RTI

#### Please Note:

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Fax #:	Email:
SCALISE/ EMCOR	Benjamin Warder	\$ 501 Morgantown Ave. Fairmont, WV 26554	304-989-7021		Ben warder a Scalistindustrice
Encor/Scalise	Eric Wrisha	55 Park Dr	(724) 933-0183		ewright @ scalisciadortic
Tri-State Roofing	Luke Hintzo	1651 Blue Horizon Dr. Morgantown, WV 26501	304-328- 5244	-	Thintze & tri-state sorvice
Harbel, Inc.	Jeremy Irons	P.D. Box 358  Cumberdad, MD 21502	301-729-9400	301-729-0163	jwilson ethebeltgroup.co
ARCOR Mechanical Systems	Ben Holbert	417 Holland Ave, Westover, NV 26501	364-629-8442		bholbert e arcormechanical.com
Construction.	Cullans	8236 NUTMENT WV 263021	304-624-7155	304624-7187	RHO RED HOMD

<sup>\*</sup>One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Solicitation Number: CRFQ ADJ26-13

Date of Pre-Bid Meeting: November 18th, 2026

Location of Prebid Meeting: Camp Dawson RTI

#### Please Note:

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	<u>Fax #:</u>	<u>Email:</u>
WVARNG CONSTRUCTION FACILITY MANAGEMENT OFFICE	CPT CHARLES LAUGHLIN III	1001 ARMY RD. KINGWOOD WV, 26537	304-791-4160		charles.r.laughlin2.mil@army.mil
WVARNG CONSTRUCTION FACILITY MANAGEMENT OFFICE	MR. ROBERT GRIMM	1001 ARMY RD. KINGWOOD WV, 26537			robert.c.grimm11.nfg@army.mil
WVARNG CONSTRUCTION FACILITY MANAGEMENT OFFICE	MR. MICHAEL COCHRAN	1001 ARMY RD. KINGWOOD WV, 26537		<u> </u>	michael.b.cochran4.nfg@army.mil
WVARNG CONSTRUCTION FACILITY MANAGEMENT OFFICE	JUSTIN EARLE	1001 ARMY RD. KINGWOOD WV, 26537	304-881-2700		justin.a.earle.nfg@army.mil

<sup>\*</sup>One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

## **PROJECT MANUAL**

#### **FOR**

## WVARNG CAMP DAWSON RTI CHILLER REPLACEMENT KINGWOOD, WV

**OWNER: WV ARMY NATIONAL GUARD (WVARNG)** 

MILLER ENGINEERING, INC (304) 291-2234 MEI PROJECT #: 250014

08/29/2025



#### **SECTION 00 0110**

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- D. 00 6000 Project Forms
- E. 00 7200 General Conditions
- F. 00 7300 Supplementary Conditions

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- B. 01 2000 Price and Payment Procedures
- C. 01 2500 Substitution Procedures
- D. 01 3000 Administrative Requirements
- E. 01 4000 Quality Requirements
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- N. 23 0993 Sequence of Operations for HVAC Controls
- O. 23 2113 Hydronic Piping
- P. 23 2114 Hydronic Specialties
- Q. 23 2123 Hydronic Pumps
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- D. 26 0526 Grounding and Bonding for Electrical Systems
- E. 26 0529 Hangers and Supports for Electrical Systems
- F. 26 0533.13 Conduit for Electrical Systems
- G. 26 0533.16 Boxes for Electrical Systems
- H. 26 0553 Identification for Electrical Systems
- I. 26 0583 Wiring Connections
- J. 26 2726 Wiring Devices
- K. 26 2813 Fuses
- L. 26 5600 Exterior Lighting

#### **APPENDIX 1 - SUPPLEMENTAL INFORMATION**

**END OF SECTION** 

#### SECTION 00 4100 BID FORM

#### WV ARNG CAMP DAWSON RTI CHILLER REPLACEMENT

#### 1.01 TO:

A. WV Army National Guard (WVARNG) (Owner)
Adjutant General's Office
1707 Coonskin Drive
Charleston, WV 25311

#### 1.02 FOR:

- A. Project: WVARNG Camp Dawson RTI Chiller Replacement
  - 1. 1001 Army Road
  - 2. Kingwood WV, 26537

	_		
Α.	Bidde	er's Full Name	
	1.	Address	
	2.	City, State, Zip	
OF	FER		
A.	Biddo proje	ers and the Bid Documents prepared by Miller Engineering, Inc for ect, we, the undersigned, hereby offer to enter into a Contract to pe	the above mentioned
B.	BAS	E BID:	
			dollars
	A.  OF	A. Biddo 1. 2. OFFER A. Havin Biddo proje for th	City, State, Zip  OFFER  A. Having examined the Place of The Work and all matters referred to in t Bidders and the Bid Documents prepared by Miller Engineering, Inc for project, we, the undersigned, hereby offer to enter into a Contract to pe for the Sum of:

C. We have included the required security Bid Bond as required by the Instruction to Bidders.

), in lawful money of the United States of America.

#### 1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within <u>seven days</u> of receipt of Notice of Award. Bonds are required prior to award.
  - Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by

- reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.
- E. All applicable federal, state, and local taxes are included in the Bid Sums.

#### 1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 120 calendar days from the written Notice to Proceed

#### 1.08 ADDENDA

A.	The	following Addend	a have been receive	ed. The modifications to the Bid Documents noted
	belo	w have been con	sidered and all costs	s are included in the Bid Sum.
	1.	Addendum #	Dated	·
	2.	Addendum #	Dated	·
	3.	Addendum #	Dated	·
	4.	Addendum #	Dated	·
	5.	Addendum #	Dated	·

#### 1.09 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
  - 1. Copy of Contractor's Valid WV Contractor's License
  - 2. WV Drug Free Work Place Affidavit
- B. We agree to submit the following Supplements to Bid Forms within 72 hours after submission of this bid for additional bid information:
  - 1. AIA A305 Contractor's Qualification Statement

#### 1.10 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B.	
C.	(Bidder - print the full name of your firm)
D.	was hereunto affixed in the presence of:
E.	
F.	(Authorized signing officer, Title)
G.	(Seal)
Н.	
l.	(Authorized signing officer, Title)

**END OF SECTION** 

#### CAMP DAWSON RTI CHILLER REPLACEMENT KINGWOOD, WV

#### BID FORM SECTION II — BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

Bid items with the same number must include the same unit price.

LS — Lump Sum, TN = Ton, SY = Square Yard, EA = Each, LF = Linear Foot

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
1	General Conditions, Bonds, etc.				
2	Mobilization/Demobilization				
3	General Project Administration				
4	Project Quality Control				
5	Division 2 -Demolition				
6	Division 3 - Concrete				
7	Division 8 - Openings				
8	Division 23 - HVAC				
9	Division 26 - Electrical				

#### CAMP DAWSON RTI CHILLER REPLACEMENT KINGWOOD, WV

#### BID FORM SECTION III — DESCRIPTION OF BID ITEMS

Bid Item 1:	General Conditions, Bonds, Etc.					
Unit:	Lump Sum					
Description:	This work shall consist of the performance of all construction shown on the Drawings and as specified to complete the Camp Dawson RTI Chiller Replacement including those portions of construction included in Bid Item Nos. 2 through 15.					
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.					
Payment:	Payment for this Item will be in accordance with the specifications.					
Bid Item 2:	Mobilization/Demobilization					
Unit:	Lump Sum					
Description:	This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; establishment and removal of contractor's field office and storage facilities, including fenced enclosure of staging area.					
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.					
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.					
	General Project Administration					
Bid Item 3:	Lump Sum					
Unit: Description:	This work shall consist of performing the construction administrative duties associated with managing the construction as stated in Division 1 and throughout the Specifications, providing construction layout, administration and maintenance of all required permits for the project, including permit fees, and Business and Occupation Taxes.					
	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.					
Measurement:	This item will be paid for at the contract lump sum price, based on percentage of contract completion					
Payment:						

#### **Project Quality Control**

Bid Item 4:	Lump Sum					
Unit	This work shall consist of establishing and maintaining a quality control program throughout the duration of the project.					
Description:						
	There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.					
Measurement:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.					
Payment						
	Demolition					
	Lump Sum					
Bid Item 5:						
Unit:	This work shall consist of all demolition and cutting and patching work shown on the Drawings and as specified in Division 1 and 2 Specification Sections. This includes					
Description:	performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control required to complete the work.					
	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.					
Measurement:	Payment shall be made at the contract unit price per lump sum.					
Payment						
	Concrete					
Bid Item 6:	Lump Sum					
Unit:	This work shall consist of demolition and placement of concrete as shown on the Drawings and as specified in Division 1 and 6 Specification Sections. This includes performing all					
Description:	work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control required to complete the work.					
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.					
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.					

Bid Item 7:	Openings
Unit:	Lump Sum
Description:	This work shall consist of all openings work as shown on the Drawings and as specified in Division 1 and 8 Specification Sections. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control required to complete the work.
Measurement:	Measurement will be based on completion of the work described, prorated from lump sum

Measurement will be based on completion of the work described, prorated from lump sum

amounts according to the Basis of Payment below.

This item will be paid for at the contract lump sum price, based on percentage of contract

completion.

Bid Item 8: HVAC

Payment:

Unit: Lump Sum

Description: This work shall consist of all HVAC work shown on the Drawings and as specified in

Division 1 and 23 Specification Sections. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials,

incidentals, and quality control required to complete the work.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum

amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract

completion.

Bid Item 9: Electrical

Unit: Lump Sum

Description: This work shall consist of all electrical work supporting the chiller replacement as shown

on the Drawings and as specified in Division 1 and 23 Specification Sections. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control

required to complete the work.

Measurement

Measurement will be based on completion of the work described, prorated from lump sum

amounts according to the Basis of Payment below.

Payment:

This item will be paid for at the contract lump sum price, based on percentage of contract

completion.

#### **SECTION 00 6000**

#### **PROJECT FORMS**

### THE AIA FORMS FOLLOWING THIS SECTION WILL BE UTILIZED IN THE EXECUTION OF THE PROJECT

**END OF SECTION** 



#### Change Order

**PROJECT:** (Name and address) WVANG Camp Dawson RTI Chiller Replacement

Camp Dawson, Kingwood, WV

OWNER: (Name and address)
West Virginia Army National Guard
Adjutant General's Office
Div of Engineering & Facilities
1707 Coonskin Drive
Charleston, WV 25311

**CONTRACT INFORMATION:** 

Contract For:

Date: 08-28-2025

ARCHITECT: (Name and address)
Miller Engineering, Inc.
54 West Run Road
Morgantown, WV 26508

CHANGE ORDER INFORMATION:

Change Order Number: 001

Date:

**CONTRACTOR**: (Name and address)

TBD

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original was
The net change by previously authorized Change Orders
The prior to this Change Order was
The will be unchanged by this Change Order in the amount of
The new including this Change Order will be

\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00

The Contract Time will be unchanged by ( ) days. The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Signature)	CONTRACTOR (Signature)	OWNER (Signature)	
BY: Brian Craig Miller	BY:	BY:	
(Printed name, title, and license number if required)	(Printed name and title)	(Printed name and title)	
Date	Date	Date	

### Application and Certificate for Payment

TO OWNER:	West Virginia Army National Guard	PR		ANG Camp Dalacement	awson RTI Chiller	APPLICATION NO:	001	<b>Distribution to:</b>
	Adjutant General's Office Div of Engracilities 1707 Coonskin Drive Charleston, WV 25311	gineering &		np Dawson, Ki	ngwood, WV	PERIOD TO:	August 28, 2025	OWNER:[] ARCHITECT:[]
FROM	TBD	VI	<b>A</b> M:1	ler Engineering	Ino	CONTRACT FOR: CONTRACT DATE:	08-28-2025	CONTRACTOR:[] FIELD:[]
			54	West Run Road			08-28-2023	
CONTRACTOR:			RCHITECT: Mo	rgantown, WV		PROJECT NOS:	1 1	OTHER:[]
Application is a	ctor's APPLICATION FC made for payment, as shown below, in a G703°, Continuation Sheet, is attach	n connection with th	ne Contract.		The undersigned Contractor cerbelief the Work covered by this Contract Documents, that all ar Certificates for Payment were in payment shown herein is now or	s Application for Payment nounts have been paid by ssued and payments recei	has been completed in the Contractor for Wo	n accordance with the ork for which previous
	NTRACT SUM			0.00				
2. NET CHANGE	BY CHANGE ORDERS			0.00	CONTRACTOR:			
3. CONTRACT S	SUM TO DATE(Line $1 \pm 2$ )			0.00	By:		Date:	
4. TOTAL COMP	PLETED & STORED TO DATE(Column	G on G703)			State of:			
5. RETAINAGE:					County of:			
	of Completed Work							
	D + E on G703: 0.00)	<u> </u>	0.00		Subscribed and sworn to before	2		
	of Stored Material				me this	day of		
(Column F			0.00		Notary Public:			
Total Retainage	e (Lines 5a + 5b or Total in Column I	of G/03)		0.00	My Commission expires:			
(Line 4 Le	IED LESS RETAINAGEss Line 5 Total) DUS CERTIFICATES FOR PAYMENT		_		ARCHITECT'S CERT In accordance with the Contracthis application, the Architect conformation and belief the Wor	t Documents, based on on certifies to the Owner that k has progressed as indica	n-site observations and to the best of the Arch ated, the quality of the	itect's knowledge, Work is in accordance
	om prior Certificate)				with the Contract Documents, a	and the Contractor is entit	led to payment of the	AMOUNT
`	YMENT DUE				CERTIFIED.  AMOUNT CERTIFIED			0.00
	FINISH, INCLUDING RETAINAGE			0.00	(Attach explanation if amount of	certified differs from the a		all figures on this
(Line 3 les			0.00		Application and on the ContinuARCHITECT:	iation Sheet that are chang	ged to conform with th	e amount certified.)
CHANGE ORI	DER SUMMARY	ADDITIONS	DEDUC	ΓIONS				
Total changes a Owner	approved in previous months by	0.00		0.00	Ву:		Date:	
Total approved	this Month	0.00		0.00	This Certificate is not negotiab			
	TOTALS	0.00		0.00	named herein. Issuance, payme Owner or Contractor under this		nent are without prejud	dice to any rights of the
NET CHANGE	ES by Change Order			0.00				

#### **Continuation Sheet**

AIA Document G702°, Application and Certification for Payment, or G732<sup>TM</sup>, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

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

WVANG Camp Dawson RTI Chiller Replacement Camp Dawson, Kingwood, WV

APPLICATION NO:
APPLICATION DATE:

001

08-28-2025

August 28, 2025

PERIOD TO:

**ARCHITECT'S PROJECT NO:** 

A	В	С	D	Е	F	G		Н	I
		7.70	WORK (	COMPLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	1 / / / /	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
7.70		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1 12		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
- N A.		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1/1/4		0.00		0.00	0.00	0.00	0.00%	0.00	0.00
10, 7		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1794		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00		0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00		0.00	0.00		0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
7		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
7 1		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4.1	GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

#### **Certificate of Substantial Completion**

**OWNER** (Signature)

PROJECT: (name and address) WVANG Camp Dawson RTI Chiller Replacement	CONTRACT INFORMATION: Contract For:	<b>CERTIFICATE INFORMATION:</b> Certificate Number:	
Camp Dawson, Kingwood, WV	Date:08-28-2025	Date:	
OWNER: (name and address) West Virginia Army National Guard Adjutant General's Office Div of Engineering & Facilities 1707 Coonskin Drive Charleston, WV 25311	ARCHITECT: (name and address) Miller Engineering, Inc. 54 West Run Road Morgantown, WV 26508	CONTRACTOR: (name and address) TBD	
substantially complete. Substantial Compl sufficiently complete in accordance with t	wed and found, to the Architect's best know letion is the stage in the progress of the Wor he Contract Documents so that the Owner of the Project or portion designated below is t is substantially complete.)	k when the Work or an occupy or utilize	designated portion is the Work for its intended
	BY:		Date Of Substantial
ARCHITECT (Signature)	(Printed name, title, and licer required)	ed name, title, and license number if ed)	
warranties required by the Contract Docur (Identify warranties that do not commence WORK TO BE COMPLETED OR CORRECTE	e on the date of Substantial Completion, if a  ED  ed is attached hereto, or transmitted as agree	ny, and indicate thei	r date of commencement.)
the Contract Documents. Unless otherwise will be the date of issuance of the final Ce	ist does not alter the responsibility of the Co e agreed to in writing, the date of commence rtificate of Payment or the date of final paying f items attached hereto within () days from	ement of warranties in ment, whichever occ	for items on the attached list urs first. The Contractor will
Cost estimate of Work to be completed or	corrected: \$		
items identified below shall be as follows:	ntractor for security, maintenance, heat, utili id insurance counsel should review insurance		
The Owner and Contractor hereby accept	the responsibilities assigned to them in this	Certificate of Substa	ntial Completion:
	BY:		
CONTRACTOR (Signature)	(Printed name and title)		Date

(Printed name and title)

Date



Contractor's Affidavit of Paym	ent of Debts and Claims	
PROJECT: (Name and address) WVANG Camp Dawson RTI Chiller Replacement Camp Dawson, Kingwood, WV	ARCHITECT'S PROJECT NUMBER:  CONTRACT FOR:  CONTRACT DATED:	OWNER:[ ] ARCHITECT:[ ] CONTRACTOR:[ ] SURTER:[ ]
TO OWNER: (Name and address) West Virginia Army National Guard Adjutant General's Office Div of Engineering & Facilities 1707 Coonskin Drive Charleston, WV 25311	08-28-2025	OTHER:[ ]
STATE OF: COUNTY OF:		
otherwise been satisfied for all materials and eknown indebtedness and claims against the Co	is listed below, payment has been made in full a quipment furnished, for all work, labor, and ser intractor for damages arising in any manner in c for which the Owner or Owner's property migh	vices performed, and for all connection with the
EXCEPTIONS:		
SUPPORTING DOCUMENTS ATTACHED HERETO:  1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose  Indicate Attachment [ ] Yes [ ] No	CONTRACTOR: (Name and address) TBD	
The following supporting documents should be attached hereto if required by the Owner:	CONTRACTOR'S Authorized Represe BY:	intative (Signature)
Contractor's Release or Waiver of Liens, conditional upon receipt of final	(Printed name and title)	
payment.	Date	
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.	Subscribed and sworn to before me	on this date:
3. Contractor's Affidavit of Release of	Notary Public: My Commission Expires:	

Liens (AIA Document G706A).

# Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: [ ]
WVANG Camp Dawson RTI Chiller Replacement		ARCHITECT: [ ]
Camp Dawson, Kingwood, WV	CONTRACT FOR:	CONTRACTOR: [ ]
TO OWNER: (Name and address)	CONTRACT DATED:	SURETY:[ ]
	08-28-2025	OTHER: [ ]
West Virginia Army National Guard		
Adjutant General's Office Div of Engineering & Facilities		
1707 Coonskin Drive		
Charleston, WV 25311		
, -		

### STATE OF: COUNTY OF:

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

#### **EXCEPTIONS:**

	PORTING DOCUMENTS ATTACHED	CONTRACTOR:	(Name and address)
1.	Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.	TBD	
2.	Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.	CONTRACTO	R'S Authorized Representative (Signature)
		BY:	
		(Printed nam	e and title)
		Date	
		Subscribed and	sworn to before me on this date:
		Notary Public: My Commission	n Expires:

# Consent of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: [ ]
WVANG Camp Dawson RTI Chiller	CONTRACT FOR:	ARCHITECT: [ ]
Replacement		CONTRACTOR: [ ]
Camp Dawson, Kingwood, WV	CONTRACT DATED: 08-28-2025	SURETY:[ ]
TO OWNER: (Name and address) West Virginia Army National Guard		OTHER: [ ]
Adjutant General's Office Div of Engineering & Facilities 1707 Coonskin Drive Charleston, WV 25311		
In accordance with the provisions of the C (Insert name and address of Surety)	ontract between the Owner and the Contractor as indicated above, the	
		, SURETY,
on bond of (Insert name and address of Contractor)		
TBD		
hereby approves of the final payment to th not relieve the Surety of any of its obligation (Insert name and address of Owner)	e Contractor, and agrees that final payment to the Contractor shall ons to	, CONTRACTOR,
West Virginia Army National Guard Adjutant General's Office Div of Engineer Charleston, WV 25311	ing & Facilities 1707 Coonskin Drive	
as set forth in said Surety's bond.		, OWNER,
IN WITNESS WHEREOF, the Surety has (Insert in writing the month followed by th		
	SURETY (Signature)	
Attest: (Seal):	(Printed name and title)	
,		



# **Architect's Supplemental Instructions**

**PROJECT:** (name and address)
WVANG Camp Dawson RTI Chiller
Replacement

Camp Dawson, Kingwood, WV

Charleston, WV 25311

OWNER: (name and address)
West Virginia Army National Guard
Adjutant General's Office
Div of Engineering & Facilities
1707 Coonskin Drive

**CONTRACT INFORMATION:** 

Contract For:

Date: 08-28-2025

ARCHITECT: (name and address)
Miller Engineering, Inc.
54 West Run Road
Morgantown, WV 26508

**ASI INFORMATION:** 

ASI Number:

Date:

**CONTRACTOR**: (name and address)

TBD

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:	
ARCHITECT (Signature)	
(Printed name, title, and license number if require	ed)
Date	

# **Construction Change Directive**

PROJECT: (name and address) WVANG Camp Dawson RTI Chiller	CONTRACT INFORMATE Contract For:		CD INFORMATION: Directive Number:
Replacement Camp Dawson, Kingwood, WV	Date: 08-28-2025	Γ	Date:
OWNER: (name and address) West Virginia Army National Guard Adjutant General's Office Div of Engineering & Facilities 1707 Coonskin Drive Charleston, WV 25311	ARCHITECT: (name ar Miller Engineering, Ir 54 West Run Road Morgantown, WV 265	nc. T	ONTRACTOR: (name and address) BD
The Contractor is hereby directed to re(Insert a detailed description of the ch			
PROPOSED ADJUSTMENTS  1. The proposed basis of adjustme  [ ] Lump Sum unchang		or Guaranteed Maxi	mum Price is:
[ ] Unit Price of \$ 0.00	per		
	ow, plus the following of, or method for deter		
[ ] As follows:			
2. The Contract Time will be unch	anged by (0) days.		
NOTE: The Owner, Architect and Co. Directive to the extent they agree upo for the change(s) described herein.			supersede this Construction Change ct Time, or Guaranteed Maximum price
When signed by the Owner and Architect document becomes effective IMMEDIAT (CCD), and the Contractor shall proceed v	ELY as a Construction C	Change Directive	Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
ARCHITECT (Signature)		OWNER (Signature)	CONTRACTOR (Signature)
(Printed name, title, and license number i	f required)	(Printed name and title	(Printed name and title)
Date		Date	Date

# SECTION 00 7200 GENERAL CONDITIONS

# FORM OF GENERAL CONDITIONS

- 1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS AIA A201 2017
- 1.02 A BLANK COPY OF THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

#### **RELATED REQUIREMENTS**

2.01 SECTION 00 7300 - SUPPLEMENTARY CONDITIONS.

#### **SUPPLEMENTARY CONDITIONS**

3.01 REFER TO DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

**END OF SECTION** 

# General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

WVANG Camp Dawson RTI Chiller Replacement Camp Dawson, Kingwood, WV

#### THE OWNER:

(Name, legal status and address)

West Virginia Army National Guard Adjutant General's Office Div of Engineering & Facilities 1707 Coonskin Drive Charleston, WV 25311

#### THE ARCHITECT:

(Name, legal status and address)

Miller Engineering, Inc. 54 West Run Road Morgantown, WV 26508

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#### **ADDITIONS AND DELETIONS:**

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#### ARTICLE 1 GENERAL PROVISIONS

# § 1.1 Basic Definitions

# § 1.1.1 The Contract Documents

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

# § 1.1.2 The Contract

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

# § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

# § 1.1.6 The Specifications

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

# § 1.1.7 Instruments of Service

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

# § 1.1.8 Initial Decision Maker

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

# § 1.2 Correlation and Intent of the Contract Documents

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

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

# § 1.3 Capitalization

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

#### § 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Subsubcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

#### § 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### § 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

# § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### ARTICLE 2 OWNER

#### § 2.1 General

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

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

### § 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

### § 2.3 Information and Services Required of the Owner

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

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

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

- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

# § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

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

#### ARTICLE 3 **CONTRACTOR**

# § 3.1 General

User Notes:

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

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

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

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

#### § 3.3 Supervision and Construction Procedures

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

- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

# § 3.4 Labor and Materials

User Notes:

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

# § 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

#### § 3.7.4 Concealed or Unknown Conditions

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

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

#### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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

#### § 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

#### § 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

# § 3.11 Documents and Samples at the Site

User Notes:

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

# § 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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

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

#### § 3.13 Use of Site

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

# § 3.14 Cutting and Patching

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

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

# § 3.15 Cleaning Up

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

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

# § 3.16 Access to Work

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

# § 3.17 Royalties, Patents and Copyrights

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

#### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

### ARTICLE 4 ARCHITECT

#### § 4.1 General

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

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

#### § 4.2 Administration of the Contract

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

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

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

# § 4.2.4 Communications

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

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

- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

#### ARTICLE 5 SUBCONTRACTORS

#### § 5.1 Definitions

User Notes:

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

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

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

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

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

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

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

#### § 5.3 Subcontractual Relations

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

# § 5.4 Contingent Assignment of Subcontracts

User Notes:

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

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

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

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

# ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

#### § 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
- § 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

# § 6.3 Owner's Right to Clean Up

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

#### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 General

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

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

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

#### § 7.2 Change Orders

User Notes:

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

- Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, .1 workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

# § 7.4 Minor Changes in the Work

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

#### ARTICLE 8 TIME

#### § 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

#### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

# § 9.2 Schedule of Values

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

#### § 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others

whom the Contractor intends to pay.

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

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

### § 9.4 Certificates for Payment

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

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

#### § 9.5 Decisions to Withhold Certification

User Notes:

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

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

or

- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

# § 9.7 Failure of Payment

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

# § 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 Partial Occupancy or Use

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

# § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

### PROTECTION OF PERSONS AND PROPERTY

# § 10.1 Safety Precautions and Programs

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

# § 10.2 Safety of Persons and Property

User Notes:

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

employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

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

### § 10.3 Hazardous Materials and Substances

User Notes:

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### § 10.4 Emergencies

User Notes:

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

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

# § 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

the Contractor of any contractual obligation to provide any required coverage.

### § 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

### § 11.3 Waivers of Subrogation

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

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

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

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

fire or other hazards however caused.

### §11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

# ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

# § 12.1 Uncovering of Work

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

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

### § 12.2 Correction of Work

### § 12.2.1 Before Substantial Completion

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

### § 12.2.2 After Substantial Completion

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

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

- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

# § 12.3 Acceptance of Nonconforming Work

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

### ARTICLE 13 MISCELLANEOUS PROVISIONS

# § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

# § 13.4 Tests and Inspections

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

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approvals where building codes or applicable laws or regulations so require.

- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

User Notes:

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

# ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT § 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
  - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
  - **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
  - Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
  - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

### § 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
  - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
  - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

# § 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
  - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
  - .2 that an equitable adjustment is made or denied under another provision of the Contract.

# § 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
  - .1 cease operations as directed by the Owner in the notice;
  - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
  - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

#### ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

### § 15.1.1 Definition

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

# § 15.1.2 Time Limits on Claims

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

### § 15.1.3 Notice of Claims

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

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

### § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

### § 15.1.6 Claims for Additional Time

User Notes:

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

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

#### § 15.2 Initial Decision

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

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

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

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

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

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

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

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

may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

#### § 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

# § 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

# § 15.4.4 Consolidation or Joinder

User Notes:

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

similar procedural rules and methods for selecting arbitrator(s).

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

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

User Notes:

# SECTION 00 7300 SUPPLEMENTARY CONDITIONS

# **PART 1 GENERAL**

### 1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.
- C. A blank copy of the applicable supplementary conditions is attached following this page.

PART 2 PRODUCTS - NOT USED

**PART 3 EXECUTION - NOT USED** 

**END OF SECTION** 

# State of West Virginia

# Supplementary Conditions to AIA Document A201-2017 General Conditions of the Contract for Construction

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

Order of Precedence: The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

First Priority – Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

Second Priority – This document "Supplementary Conditions to the AIA Document A201-2017 General Conditions of the Contract for Construction" shall be second in priority.

Third Priority – all other AIA documents including, but not limited to, the AIA Document A201-2017 General Conditions of the Contract for Construction and the A101-2017 Standard Form of Agreement Between Owner and Contractor (when utilized) shall be third or lower in priority.

# ARTICLE 1 GENERAL PROVISIONS

Add the following Section to Article 1:

# §1.05 PARTY RELATIONS

§1.05 The Owner and their consultants, the Architect and their Consultants, and the Contractor and their Subcontractors agree to proceed with the Work on the basis of mutual trust, good faith and fair dealing.

### §1.1 BASIC DEFINITIONS

### §1.1.1 THE CONTRACT DOCUMENTS

# §1.1.1 Delete the last sentence of this Section and substitute the following:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Form of Proposal, Bid Bond and Sample Forms), Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance, Special Provisions For Disadvantaged and Women Business Enterprise Utilization (if bound herein).

### §1.1.2 THE CONTRACT

# §1.1.2 Make the following changes to Section 1.1.2:

In the last sentence, insert "and the Contractor" after "The Architect" and delete "the Architect's" and insert "their respective".

# §1.2 Correlation and intent of Contract Documents

§1.2.1.1 In the second sentence, remove "any law" and insert "West Virginia law or any applicable federal law". In the last sentence, remove "by law" and insert "West Virginia law or any applicable federal law".

# §1.7 Digital Data Use and Transmission

§1.7 Delete the last sentence of this section in its entirety.

# §1.8 Building Information Models Use and Reliance

§ 1.8 Remove this section in its entirety and replace it with the following:

"Any use of, or reliance on, all or a portion of a building information model must be approved in advance by Owner and will only be permitted if the Parties have agreed upon and executed written documents to memorialize protocols governing the use of, and reliance on, the information contained in the model."

# ARTICLE 2 OWNER

§2.1 GENERAL

§ 2.1.1 Add the following after the last sentence:

Notwithstanding the foregoing, the parties understand that since Owner is a government entity, change orders will often require approval by entities in addition to owner. When owner is a state agency, those entities may include, but are not limited to, the West Virginia Attorney General's Office and the West Virginia Purchasing Division.

Additionally, approval may be required by agencies providing project funding, including but not limited to, West Virginia School Building Authority and agencies of the United States federal government.

- §2.1.2 Delete Section 2.1.2 in its entirety.
- §2.1 Add the following Section to 2.1:

§2.1.3 The Owner and the agency funding the project reserve the right to maintain a full time or part time project representative (sometimes referred to as the "Clerk of the Works") at the project site who shall keep the Owner informed of the progress and quality of the Work and responsibilities. The Contractor shall cooperate and assist the Clerk of the Works in the performance of his/her duties. The Clerk of the Works will not interfere with or be responsible for the Contractor's supervision and direction of the Work, and the Contractor's means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Clerk of the Works may facilitate communications between the Owner, Architect, and Contractor but has no authority to make decisions for the Owner, approve modifications to the Contract Documents, the Contract Time, or Contract Sum. Additionally, Contractor is not permitted to rely on or consider decisions made by the Clerk of the Works on behalf of Owner

§2.2 Evidence of the Owner's Financial Arrangements: Delete § 2.2 and all of its subsections in its entirety.

# §2.3 Information and Services Required of Owner

§2.3.2 Make the following changes to Section 2.3.2:

In first sentence, delete the period and add ", when required pursuant to West Virginia Code §30-12-1 et seq." Add the following sentence at the end of Section 2.3.2: "If the Owner does not retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located, the Owner will appoint an individual to assume the role and obligations of the Architect pursuant to this Agreement."

§2.3.3 Delete this section in its entirety.

§2.3.4 Delete the last sentence of Section 2.3.4 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

# ARTICLE 3 CONTRACTOR

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

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor's failure to review and understand the contract documents shall be deemed waived.

- §3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:
  - §3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.
- § 3.2.4 Add the following clauses to Section 3.2.4:
  - §3,2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.
  - §3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be

entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the Work was performed.

### §3.4 LABOR AND MATERIALS

§3.4.1 Vendor must review and comply with the following statutory requirements affecting public construction projects, as well as any other applicable laws that are not referenced herein:

- W. Va. Code § 5-19-1 et seq., relating to domestic steel preference.
- W. Va. Code § 5A-3-56 relating to domestic steel preference, provided that the Owner is a state agency subject to Chapter 5A. Article 3 of the W. Va. Code.
- W. Va. Code § §21-1C-1 et seq., relating to local hiring preference
- W. Va. Code §21-1D-1 et seq., relating to drug free workplace requirements.

### §3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

# §3.5 WARRANTY

§3.5 Add the following sentence at the end of Section 3.5:

The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

# §3.8 ALLOWANCES

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

### **\$3.9 SUPERINTENDENT/PROJECT MANAGER**

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add "or project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Section to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

# §3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§3.10.1 Make the following changes to Section 3.10.1:

In the first sentence, delete the word "promptly" and substitute "by the earliest reasonable date".

Add the following sentence to the end of Section 3.10.1: "The Contractor shall submit an updated construction schedule with each payment application, unless waived by the Owner."

Add the following Sections to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project is two (2) weeks or more behind schedule, beyond approved time extensions, or if at any time during

the last thirty (30) days of the scheduled Contract Time the Contractor is one (1) week or more behind schedule, the Contractor shall immediately submit a plan to the Owner describing how the Work will be placed back on schedule within the remaining Contract Time.

\$3,10.5 If the Owner and the Architect determine that the performance of the Work during any stage of the construction schedule last approved by the Owner has not progressed or reached the level of completion required by the Contract Documents, the Owner will have the right to order the Contractor to take corrective measures (hereinafter referred to collectively as Extraordinary Measures) necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime: (2) supplying additional manpower, equipment and facilities; and (3) other similar measures. Such Extraordinary Measures shall continue until the progress of the Work complies with the last approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule after allowing for approved extensions of Contract Time as provided elsewhere in this Agreement. The Contractor is not entitled to an adjustment in the Contract Sum in connection with any Extraordinary Measures required by the Owner. The Owner may exercise its rights under this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule.

# §3.11 DOCUMENTS AND SAMPLES AT THE SITE

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

### §3.15 CLEANING UP

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the State of West Virginia. Provided however, that prior to treating property as abandoned and disposing of it, Owner must

first provide Contractor with 10 days notice of its intent to do so. If any materials, tools, supplies or other personal property belong to a subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately.

### §3.15 Add the following Section to 3.15:

§3.15.3 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation.

# ARTICLE 4 ARCHITECT

### §4.1 GENERAL

### §4.2 ADMINISTRATION OF THE CONTRACT

§4.2 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".

§4.2.2 In the first sentence of Section 4.2.2 strike the word "generally."

 $\S4.2.3$  In the first sentence of Section 4.2.3 strike the word "reasonably."

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

§4.2.7 Delete the first sentence of Section 4.2.7 and substitute the following:

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

Modify the second to last sentence by removing it in its entirety and replacing it with the following: The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures, unless the Architect has established the required construction means, methods, techniques, sequences, or procedures, or the Contract Documents require such approval.

§4.2.8 Make the following change to Section 4.2.8:

In the first sentence, after the word Architect add ", in consultation with the Owner,".

# ARTICLE 5 SUBCONTRACTORS

- §5.2 Award of Subcontracts and Other Contracts for Portions of Work
- §5.2.1 Add the following sentence to Section 5.2.1.

This provision in no way limits the Contractor's legal obligations to report subcontractors and labor/material suppliers under W. Va. Code § 5-22-1(f) and obtain approval under W. Va. Code § 5-22-1(g) prior to any subcontractor substitution.

- §5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:
- §5.4 Emergency Contracts with Subcontractors:

In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures.

# ARTICLE 7 CHANGES IN THE WORK

#### §7.1 General

§7.1.2. In Section 7.1.2. remove the word "alone" and insert "with approval by the Owner."

# §7.2 CHANGE ORDERS

- §7.2 Add the following Section to 7.2:
  - §7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time. The parties also understand and agree that if Owner is a state agency, change orders may require approval by entities in addition to Owner. Those entities may include, but are not limited to, the West Virginia Purchasing Division, and the West Virginia Attorney General's Office. Owner

and Contractor must discuss the change order approval requirements prior to executing this agreement.

Add the following section to § 7.2

- §7.2.3. Allowance for Overhead and Profit: Contractor's overhead and profit for a change order issued under this Article included in the total cost to the Owner shall not exceed based on the following schedule:
  - .1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
  - .2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.
  - .3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.
  - .4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.
  - .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.
  - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.
  - .7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

- .8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.
- .9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

# §7.3 CONSTRUCTION CHANGE DIRECTIVES

§7.3.4 Make the following change in Section 7.3.4:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

- §7.3.7 Delete the word "recorded" and replace it with "processed".
- §7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:
  - §7.3.9 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 provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order.
- \$7.3.10 Add the following sentence to the end of Section 7.3.10:

The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action.

Add the following Section to 7.3:

- §7.3.11 In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:
  - .1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.
- .4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.
- .7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.
- .8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.
- .9 Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate

without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.

§7.4 Minor Changes in Work. Insert the following sentence at the end of section 7.4:

"Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it."

# ARTICLE 8 TIME

# **\$8.3 DELAYS AND EXTENSIONS OF TIME**

§8.3.1 In the first sentence, delete "unusual delay in deliveries," and add "unmitigatable costs attributable to" before the words "adverse weather conditions."

# ARTICLE 9 PAYMENTS AND COMPLETION

### §9.1 Contract Sum

§9.1.2 Add the following sentence to the end of section 9.1.2:

"Any equitable adjustment of unit prices must be processed as a change order to the contract"

### §9.2 SCHEDULE OF VALUES

§9.2 Make the following changes to Section 9.2:

In the first sentence add "and the Owner" after the first reference to the Architect. In the second sentence add "or the Owner" after Architect. Remove the last sentence in its entirety and replace it with the following:

"Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect or owner may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment."

# §9.3 APPLICATIONS FOR PAYMENT

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add "and the Owner" after the first reference to the Architect and add "and other required documents" after the words "schedule of values."

§9.3.1.1 Delete clause 9.3.1.1 in its entirety and substitute the following:

§9.3.1.1 Such applications may include requests for payment on account of changes in the Work authorized by Construction Change Directives and Change Orders only after a purchase order has been issued for the Work affected.

### §9.3.1 Add the following clauses to Section 9.3.1:

§9.3.1.3 Until the Work is fifty percent (50%) complete, the Owner will withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

§9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, if the Surety withholds its consent, or for other good and sufficient reasons.

### **§9.4 CERTIFICATES FOR PAYMENT**

§9.4.1 After the phrase "in the full amount of the Application for Payment," insert the phrase "less any retainage withheld pursuant to section 9.3.1.3,".

### **§9.6 PROGRESS PAYMENTS**

§9.6.7 Delete Section 9.6.7 in its entirety.

§9.6.8 Delete Section 9.6.8 in its entirety.

# §9.7 FAILURE OF PAYMENT

§9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days." In line four, delete "binding dispute resolution" and substitute "the West Virginia Claims Commission"

# §9.8 SUBSTANTIAL COMPLETION

§9.8.3 Add the following clause to Section 9.8.3:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

# §9.8.5 Add the following clause to Section 9.8.5:

§9.8.5.1 The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims.

### **§9.10 FINAL COMPLETION AND FINAL PAYMENT**

§9.10.1 Add the following to the end of Section 9.10.1:

If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect.

§9.10.2 Make the following changes in Section 9.10.2:

In the first sentence, delete "for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner)."

Add the following clause to Section 9.10.2:

§9.10.2.1 Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by the Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made.

§9.10.3 Add the following clause to Section 9.10.3:

9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

§9.10.4 Make the following changes in Section 9.10.4:

In the first sentence, delete the word "the" and replace it with "Unless and until the Contractor makes a subsequent Claim against the Owner, the".

Add the following as the last sentence. "Neither the Owner's offer of a final payment nor its acceptance by the Contractor shall legally prevent or limit the Owner's right to assert any and all counterclaims in litigation filed by the Contractor as allowed in section 15.1.8."

Add the following Sections to Article 9:

### §9.11 LIQUIDATED DAMAGES

§9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 8, and if final completion is not achieved within the specified time frame following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum(s) stated in this Agreement and/or purchase order.

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

# ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

# §10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

§10.2.8 Make the following changes to Section 10.2.8:

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

### §10.3 HAZARDOUS MATERIALS

§10.3.3 Delete Section 10.3.3 in its entirety.

# ARTICLE 11 INSURANCE AND BONDS

### §11.1 CONTRACTOR'S LIABILITY INSURANCE

§11.1.2 Add the following to the end of §11.1.2.

At a minimum the Contract shall provide, at the Contractor's Expense:

§11.1.2.1. a Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system.

§11.1.2.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.1.2.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

§11.2 Owner's Insurance Delete section 11.2 in its entirety.

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

§11.4 Section 11.4 is deleted in its entirety.

§11.5.1 Make the following changes in Section 11.5.1:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.5.2 Delete Section 11.5.2 in its entirety and substitute the following:

§11.5.2 Prior to settlement of insured loss, the Contractor shall notify the parties of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The parties shall have 14 days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order.

# ARTICLE 13 MISCELLANEOUS PROVISIONS

### §13.4 TESTS AND INSPECTIONS

§13.4.1 Remove the phrase "so require" and insert in its place "prohibit delegation of the test to Contractor"

# §13.6 INTEREST

§13.6 Delete Section 13.5 in its entirety and substitute the following:

Notwithstanding any other provision in the Contract Documents, West Virginia Code does not authorize the payment of interest on late payments. Accordingly, interest charges for late payment are prohibited.

Add the following Sections to Article 13:

# §13.6 WORKERS COMPENSATION

The Contractor shall provide proof of compliance with West Virginia Worker's Compensation laws and regulations.

### §13.7 CONTRACTOR'S LICENSE

§13.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§13.7.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license in a classification appropriate to the Work prior to issuance of a purchase order/contract.

# ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

# §14.1 TERMINATION BY THE CONTRACTOR

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

# §14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost 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 not 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 Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

# §14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

- §14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:
  - §14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty days written notice.
- §14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:
  - §14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Add the following Section to Article 14:

# §14.5 FISCAL YEAR FUNDING

§14.5 Work performed under this Contract is to continue in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this Work. In the event funds are not appropriated for this Work, this Contract becomes of no effect and is null and void after June 30.

# ARTICLE 15 CLAIMS AND DISPUTES

# §15.1 Claims

### §15.1.2 TIME LIMITS ON CLAIMS

§15.1.2 Delete Section 15.1.2 in its entirety and substitute the following:

Any applicable statute of limitations shall be in accordance with West Virginia Code.

- §15.1.3 NOTICE OF CLAIMS Add the following to § 15.1.3;
  - §15.1.3.3 All claims, and notice of claims that require an increase in contract time, contract scope, or contract sum must be made in writing.
- § 15.1.8 is added to the Contract as follows:

§ 15.1.8 Counterclaims – In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made.

### §15.2 INITIAL DECISION

- §15.2.1 In the third sentence of Section 15.2.1, insert "or litigation" following the word "mediation" and remove the phrase "binding dispute resolution" and replace it with "or litigation".
- §15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete "or pursue binding dispute resolution proceedings."

§15.2.8 Delete Section 15.2.8 in its entirety.

# §15.3 MEDIATION

- §15.3.1 Delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."
- §15.3.2 Delete Section 15.3.2 in its entirety and substitute the following:
  - §15.3.2 The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.
- § 15.3.3 Remove section 15.3.3 in its entirety

# §15.4 ARBITRATION

§15.4 Delete Section 15.4 in its entirety and substitute the following:

# §15.4 SETTLEMENT OF CLAIMS

§15.4.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Claims Commission for this purpose. The Parties understand that this sovereign immunity and the Constitution of the

State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document A201-2017 or another related document are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Claims Commission. The following Sections have been rewritten to bring them into conformance with the foregoing.

§15.4.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of Kanawha County, West Virginia, or in any other court that has jurisdiction, as the Owner may elect.

§15.4.3 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 15.1.6, 9.10.4 and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the West Virginia Claims Commission or, for the Owner, by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect.

§15.4.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.5 During court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.6 Claims shall be made within the time limits specified in Section 15.2.6.1.

§15.4.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

# ARTICLE 16 EQUAL OPPORTUNITY

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2017

State of West Virginia

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the applicable State purchasing officer and the Attorney General, and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2017 (when utilized) or other Contract Documents.

Owner:	Contractor:
Ву:	Ву:
Title:	Title:
Date:	Date:

This Supplementary Conditions to AIA Document A201-2017, General Conditions of the Contract for Construction, has been approved as to form on this 20th day of 12019, by the West Virginia Attorney General's office as indicated in the signature line below. Any modification of this document is void unless expressly approved in writing by the West Virginia Attorney General's Office.

PATRICK MORRISEY, ATTORNEY GENERAL

DEPUTY ATTORNEY GENERAL

Effective Date: October 1, 2018 Page 12

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# SECTION 01 1000 SUMMARY

# **PART 1 GENERAL**

#### 1.01 PROJECT

- A. Project Name: WVARNG Camp Dawson RTI Chiller Replacement
- B. Owner's Name: WV Army National Guard (WVARNG).
- C. Engineer's Name: Miller Engineering, Inc
- D. The project consists of the replacement of two 200 ton chillers, several pumps, several variable frequency drives, and associated piping and mechanical work at the facility.
  - 1. See Narrative Scope of Work following this section for additional information and project requirements.

### 1.02 CONTRACT DESCRIPTION

 Contract Type: A single prime contract based on a stipulated price as described on the bid form.

#### 1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings.
- B. Scope of alterations work is indicated on drawings.
- C. HVAC: Replace existing system with new construction, keeping existing in operation until ready for changeover.
- D. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.

### 1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
  - 1. Contractor may only take limited equipment out of service at one time so the facility will remain operational.
- D. Schedule the Work to accommodate Owner occupancy.

#### 1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 14 days notice to Owner and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.

### 1.06 WORK SEQUENCE

A. Construct work to minimize impact on facility.

#### **END OF SECTION**

# WVARNG – Camp Dawson RTI Chiller Replacement Summary/ Narrative Scope of Work 29Sep25

# NOTICE:

ALL Bidders and subcontractors are encouraged to review this document prior to bidding. It does not stand alone from, but is part of, the project documents. This scope is a road map to the project work to increase the understanding of the project for bidding purposes. It is not a substitution for thorough review of all the project documents, which is required of all potential bidders prior to bidding. This written scope is part of the bidding/contract documents and contract requirements, and should be distributed to all subcontractors prior to bidding. All contractors, subcontractors, and their personnel are required to be fully and appropriately licensed for all work they perform on the project, as required by the WV State Code. Contractor is to coordinate the work of all subcontractors on this project prior to the submission of a bid.

# **GENERAL SUMMARY:**

# **Chiller Replacement:**

The Regional Training Institute (RTI) was constructed some 20 years ago. The existing chillers are at end of their service life and require replacement, along with HVAC pumps, and associated hydronic specialties. Camp Dawson is located in Kingwood, Preston County, WV.

This project will replace the two (2) chillers, and nine (9) pumps, along with valves and other hydronic specialties, and make the piping changes necessary to accommodate the new chillers and hydronic specialties on the chillers and pumps. There is minor general trades and electrical work associated with the replacement. The chilled water system is rolled groove Victaulic and utilizes 30% propylene glycol. Nine (9) chilled and hot water system based mounted pumps will be changed in their entirety, base and all as indicated. Four (4) of the pumps are variable flow and their associated variable frequency drives (VFDs) will be replaced. The replacement of two (2) of the drives require relocation of a drive isolation transformer.

# Pre-bid/ Site Review:

A mandatory pre-bid meeting will be conducted on the day indicated in the Request for Quotations (RFQ). The pre-bid meeting will be conducted at the building and will be followed by a walk-through of the building systems. Bidders are encouraged to bring subs to the pre-bid. A follow-on site visit may be scheduled, but is not guaranteed.

The site is controlled access and a valid driver's license must be presented for a background check to attend the pre-bid.

# ORDER OF WORK:

In order to expedite the acquisition of the equipment, which require what is assumed to be a long lead-time, Contractor will provide all necessary submittals for review within thirty (30) days after award of the Contract.

The contractor will have 120 days to complete the work. If circumstances beyond the contractor's control affect schedule, the Owner will entertain a time extension provided the contractor is deemed diligent in the pursuit of the work to date. The project work is expected to be initiated such that much of the "get ahead" work (as examples: piping and conduit, selective demolition and new work where possible, site work, controls) is performed while waiting on equipment. Waiting to start the work when all the equipment arrives is not an acceptable method of scheduling the work. This "get ahead" method will prep as much as possible for the equipment change out. The change out will be coordinated with the Owner. It is understood that during change out, an individual chiller may be out of service for a few days. Depending on the time of year (winter) and the temperatures, it may be possible to change both chillers at once and leave the system offline for 3 – 4 days. After 1Apr26, the change out will definitely be sequential once started and will not leave the chilled water system out of service. The Owner reserves the right to extend the contract time for certain portions of the work only, such as completions of replacement of one single redundant pump at a time.

As of this writing, the design basis chiller lead time is 14 weeks.

# **RELATED ITEMS:**

# **Project Documents Note:**

Where the words "all", "typ all", "typ" or "typical all" are used, the note shall apply to all occurrences on the project, unless otherwise specifically noted, regardless of the indications on the project drawings. Any statement which specifically points out or includes work does not exclude related work found elsewhere in the documents or requirements, it is intended to help point out items of consideration in bidding and anticipate bidder questions.

### **Coordination of Trades:**

The responsibility for all construction coordination lies ultimately with the Vendor/ prime contractor, but also with each trade involved, as part of the bidding process. All trades involved within the project must understand their role within the project in terms of scope of work, the timing of such work, and the overall project schedule set forth in the project documents.

# **Owner Occupancy:**

The Owner will continue to occupy the facilities during construction; though specific areas of work related to individual components will be temporary vacated to accommodate modifications. Work will be coordinated to accommodate Owner occupancy and continued operations involving staff and visitors. Work hours and outage requirements for the project will be coordinated at the kick off meeting but quiet hours do apply to the Lodge portion of the building.

### **Selective Demolition:**

THIS PROJECT REQUIRES BOTH SCOPE AND TIMING SELECTIVE DEMOLITION. Demolition of all existing systems, equipment, and components shall be coordinated with all the other trades involved with the project.

The responsibility for all demolition coordination, scope, and timing lies ultimately with the prime contractor, but also lies with each trade involved. All systems, components, and equipment indicated by shaded areas on the project drawings will be demolished unless they are to be re-used. The timing of demolition of any systems or equipment much be in such a manner that permits continued building operations during construction. Any system or equipment demolished in a manner that disallows for continued operations during construction will be reinstalled (or an Engineer-accepted temporary solution will be installed) by the contractor at no additional cost to the Owner. No system shall be taken out of service without the approval of the Owner.

Anything in any trade which is not re-used in the project must be totally removed from the facility as part of demolition, nothing will be abandoned in place unless specifically noted on the project drawings on a case by case basis. The Owner reserves the right of first refusal of removed materials and components, but otherwise all will be disposed of in accordance with best industry practices, and local, state, and federal laws.

### Warranty:

The installed project shall have a one year parts and labor warranty, except the chiller will have a 2 year parts and labor warranty, while the chiller compressors will have a 5 year parts and labor warranty.

# **Best Industry Practices:**

All work will be performed in accordance with plans and specifications and in accordance with best industry practices. The Engineer will be the sole authority in regards to this or any project requirement and the decisions of the Engineer are final.

### Location:

The general project location is Camp Dawson, Kingwood, Preston County, WV.

# Safety:

All work will be performed in accordance with all local, state, and federal safety regulations, hot work requires daily hot work permits.

# **Outages:**

Outages will be coordinated and scheduled with the Owner at least 14 days in advance. A scheduled outage is tentative until it is confirmed in writing by the Owner and the Engineer.

# **Supplemental Information:**

Information on the existing systems, along with information on the replacement equipment has been provided for reference and are attached to the project manual. It has been provided to document the existing conditions of the project which must be taken into account in the preparation a bid. Vendor is highly encouraged to review this information and distribute it to subcontractors to ensure coordination during bidding. The supplemental information is part of the project documents.

# TRADES INFORMATION:

### Mechanical:

The removal and replacement of the systems will be coordinated with the Owner for sequence of work. The general intent is to do a few systems at one time when the Owner can close or minimize the use of the affected facilities. The design intent is to install as much of the chilled and hot water piping as possible and fabricate ductwork during the equipment lead time to minimize the time to swap out the air systems.

The existing BAS system will remain and the new chillers will be incorporated into to operate as the existing ones do at this time; including all nine (9) pumps and four (4) VFDs to be replaced. No significant expansion or changes to the BAS system are part of this project.

The design basis chillers have been selected for installation in the existing surround. See detailed project requirements in the project manual related to the chillers and to substitution requests.

# **Electrical:**

Electrical wiring, conduits, devices, etc. will be provided as necessary to meet all electrical service requirements of the replacement project. Power to demolished equipment and any electric not reused will be demolished to source. Temporary demo will be made safe and maintained in a safe condition until the time of reconnection. All remaining and new equipment will be powered. Verify all power requirements prior to bidding. Review the drawings in detail prior to bidding. All wiring during construction will be "made safe" using best industry practices.

# Plumbing:

Plumbing work includes installation and reconnection of condensate drain systems for HVAC equipment, as indicated in the project drawings.

# Fire Alarm:

No FA work is included in the project.

# **Fire Protection:**

No FP work is included in the project.

# Testing, Adjusting, and Balancing (TAB):

TAB will be performed when all systems are operational as deemed so by the Engineer. The new chillers and pumps will be fully profiled for incorporation in the TAB report. A pre-TAB of all nine (9) pumps will be performed to verify the current operating conditions of each prior to any demolition.

# **Architectural/ General Trades:**

The general trades work consists of some new construction and minor demolition and alteration of existing concrete and masonry construction to support the HVAC work. It includes removal and re-installation of small portions of exterior concrete. Portions of a masonry chiller surround will have new louvers added to increase ventilation.

Dust control measures will be in place for all work and specifically to control concrete dust. These measures may include items like area isolation, ventilation, wet cutting, or scheduled alternate works hours. Cleaning/vacuuming of affected works areas on an ongoing basis to control dust is a project requirement.

### Structural Modifications:

No building structural modifications are foreseen in this project.

### OTHER REQUIREMENTS:

# **Roofing Integrity and Warranty:**

No roofing work is included in the project

# Asbestos Containing Material (ACM):

The building was built after ACM construction materials were taken out of use. No ACM is known to be in the building. If any exposed suspect material is encountered which could be damaged by the work, work will stop in the area of concern and the Owner will be notified. Removal of any discovered ACM will be by a third party under separate contract to the Owner.

# **Construction Implementation:**

The contractor will submit a detailed project schedule within 10 days of notice to proceed, for review and approval. The contractor will follow the approved project

schedule and will only modify it on the written approval of the Owner and Engineer. Contractor will submit an up-to-date progress schedule, indicating progress relative to the approved schedule, every two weeks, with each pay application, or at the Owner's request. In the event the contractor falls behind schedule as indicated in the project conditions, plans for returning to the schedule will be submitted, for approval, to the Engineer.

There is laydown space available outside in designated areas.

# **Site Security:**

Contractor personnel will have to pass a background check which is renewed every 30 days and a Real ID is required for a pass to be issued. Contractor will maintain the site in a secure manner and follow the Owner's requirements for access and security for all personnel. In areas close to guests, quiet hours start at 10PM extend until 10AM. Work may be performed but it may not be "loud" work.

# CODES APPLICABLE To the PROJECT

Work performed on the project is to be performed under best industry practices and the following codes:

NFPA 101 - Life Safety Code - 2021

NFPA 70 - National Electric Code - 2020

NFPA 72 - Nation Fire Alarm Code - 2019

IBC - International Building Code - 2021

IMC - International Mechanical Code - 2021

IPC - International Plumbing Code - 2021

IECC – International Energy Conservation Code - 2009

IFGC - International Fuel Gas Code - 2021

# **End of Summary/ Narrative Scope of Work**

# **SECTION 01 2000**

# PRICE AND PAYMENT PROCEDURES

### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

#### 1.02 RELATED REQUIREMENTS

- A. Document 00 7200 General Conditions : Additional requirements for progress payments, final payment, changes in the Work.
- B. Document 00 7300 Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.

#### 1.03 SCHEDULE OF VALUES

- Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Forms filled out by hand will not be accepted.
- Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

#### 1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
  - Item Number.
  - 2. Description of work.
  - Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. 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.
  - 1. Only products stored on the job site can be billed against on the application for payment.
- G. Submit one electronic and three hard-copies of each Application for Payment.

### 1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Engineer will issue instructions directly to Contractor.
- B. For other required changes, Engineer will issue a document requesting a change order price with appropriate backup. No changes will be authorized until the Engineer approves the change

- order cost in writing. A signed document by the Owner will be sent to the Contractor to modify the contract sum and/or project schedule. Answers to requests for information (RFI) do not necessarily constitute a change order request.
- C. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- D. Substantiation of Costs: Provide full information required for evaluation.
  - 1. Provide following data:
    - a. Quantities of products, labor, and equipment.
    - b. Overhead and profit.
    - c. Justification for any change in Contract Time.
    - d. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- G. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- H. Promptly enter changes in Project Record Documents.

### 1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 7000.

### **END OF SECTION**

# SECTION 01 2500 SUBSTITUTION PROCEDURES

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

#### 1.02 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
  - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
    - a. Unavailability.
    - b. Regulatory changes.
  - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
    - Substitution requests offering advantages solely to the Contractor will not be considered.

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

#### PART 3 EXECUTION

#### 3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer. Only one substitution request per product and vendor will be entertained.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response. The decision of the Engineer in regards to substitution requests are final.
- D. Excessive substitution requests may incur Engineer fees, which the contractor will pay by deduct to the Owner's contract price.
- E. Limit each request to a single proposed substitution item.
  - 1. Submit three hard-copies, bound and collated.

# 3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
  - 1. Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
    - All substitution requests must be transmitted to the buyer prior to the posted cut-off for questions. No substitutions are to be directly transmitted to the Engineer during bidding.

- b. Substitution requests during bidding will be limited to one attempt per equipment type and must be asked as a bidding question. The request must contain sufficient documented evidence and information to demonstrate full compliance with the specifications and all project requirements. Declarative statements related to compliance will not be considered unless fully backed up by data. Submitting a substitution request does not imply acceptance or create an obligation for the Owner or Engineer to accept. Acceptance of substitutions requests will be by written addendum to the project documents.
- c. By submission of a substitution request, the Bidder represents that they have fully researched the substitution and that no cost change requests will be submitted during the project related to the substitution, by any trade.

### 3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
  - Submit substitution requests by completing the form attached to this section. See this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- C. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- D. Substitutions will not be considered under one or more of the following circumstances:
  - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
  - 2. Without a separate written request.
  - 3. When acceptance will require revisions to Contract Documents.

### 3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

# 3.05 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

### 3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

# **END OF SECTION**

# **SECTION 01 3000**

# **ADMINISTRATIVE REQUIREMENTS**

### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Submittal procedures.

### 1.02 RELATED REQUIREMENTS

- A. Section 00 7200 General Conditions: Dates for applications for payment.
- B. Section 00 7300 Supplementary Conditions: Duties of the Construction Manager.
- C. Section 01 6000 Product Requirements: General product requirements.
- D. Section 01 7000 Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 01 7800 Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

### 1.03 REFERENCE STANDARDS

- A. AIA G716 Request for Information; 2004.
- B. AIA G810 Transmittal Letter; 2001.

#### 1.04 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
  - 1. Requests for Interpretation (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

### 1.05 PROJECT COORDINATOR

- A. Project Coordinator: Owners Project Manager.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for contractor access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 1000 Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.

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

#### PART 3 EXECUTION

#### 3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - Architect.
  - 3. Contractor.
  - 4. Subcontractors as Requested..

#### C. Agenda:

- 1. Execution of Owner-Contractor Agreement.
- 2. Submission of executed bonds and insurance certificates.
- 3. Distribution of Contract Documents.
- Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
- 5. Designation of personnel representing the parties to Contract, Owner, and Engineer/Architect.
- 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- 7. Scheduling.

#### 3.02 PROGRESS MEETINGS

- Engineer will make arrangements for meetings, Contractor will prepare agenda with copies for participants. Engineer will preside at meetings.
- B. Attendance Required:
  - Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's superintendent.
  - 5. Major subcontractors.

#### C. Agenda:

- 1. Review minutes of previous meetings.
- 2. Review of work progress.
- 3. Field observations, problems, and decisions.
- 4. Identification of problems that impede, or will impede, planned progress.
- 5. Review of submittals schedule and status of submittals.
- 6. Review of off-site fabrication and delivery schedules.
- 7. Maintenance of progress schedule.
- 8. Corrective measures to regain projected schedules.
- 9. Planned progress during succeeding work period.
- 10. Coordination of projected progress.
- 11. Maintenance of quality and work standards.
- 12. Effect of proposed changes on progress schedule and coordination.
- 13. Other business relating to work.

#### 3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule .
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

#### 3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
  - Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Submit two full sized paper copies of each submittal. Minimum font on submittals is 12 point in their printed size. Electronic submittals will not be entertained. Engineer will return submittal digitally, if possible, at the contractor's request.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

## 3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  - Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - Manufacturer's field reports.
  - 7. Other types indicated.

#### 3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

#### 3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect/Engineer.
  - 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect/Engineer.
- B. Documents for Information: Submit two copies.

- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

#### 3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
  - 1. Use a separate transmittal for each item.
  - 2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  - 3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  - 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  - 5. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
    - a. Deliver submittals to Architect at 54 West Run Rd. Morgantown, WV 26508.
  - 6. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
  - 7. Provide space for Contractor and Architect review stamps.
  - 8. When revised for resubmission, identify all changes made since previous submission.
  - 9. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  - 10. Submittals not requested will not be recognized or processed.

#### 3.09 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Architect's and consultants' actions on items submitted for review:
  - 1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "Approved" or no Exceptions Taken".
    - b. "See Exceptions Noted".
      - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
  - 2. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - 1) Resubmit revised item, with review notations acknowledged and incorporated.
      - 2) Non-responsive resubmittals may be rejected.
    - b. "Not Approved".
      - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
  - 1. Items for which no action was taken:
    - a. "Received" to notify the Contractor that the submittal has been received for record only.

# SECTION 01 4000 QUALITY REQUIREMENTS

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Quality assurance.
- B. References and standards.
- C. Control of installation.
- D. Testing and inspection agencies and services.
- E. Control of installation.
- F. Manufacturers' field services.
- G. Defect Assessment.

#### 1.02 RELATED REQUIREMENTS

- A. Document 00 7200 General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 Administrative Requirements: Submittal procedures.
- C. Section 01 6000 Product Requirements: Requirements for material and product quality.

#### 1.03 REFERENCE STANDARDS

- A. ASTM C1077 Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2017.
- B. ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2018.
- C. IAS AC89 Accreditation Criteria for Testing Laboratories; 2017.

## 1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
  - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

#### 1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

#### **PART 3 EXECUTION**

#### 2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

#### 2.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - Perform specified sampling and testing of products in accordance with specified standards
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

 Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

#### 2.03 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

#### 2.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the work, Engineer will direct an appropriate remedy or adjust payment.

# SECTION 01 5000 TEMPORARY FACILITIES AND CONTROLS

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Waste removal facilities and services.

#### 1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
  - 1. Electrical power, consisting of connection to existing facilities.
  - 2. Water supply, consisting of connection to existing facilities.
- B. Existing facilities may be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

#### 1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures whenever dirt work is in progress or restrooms in the facility are out of service. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

# 1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

# 1.05 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

#### 1.06 WASTE REMOVAL

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

# 1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition.

**PART 2 PRODUCTS - NOT USED** 

**PART 3 EXECUTION - NOT USED** 

# SECTION 01 6000 PRODUCT REQUIREMENTS

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

#### 1.02 REFERENCE STANDARDS

- A. NEMA MG 1 Motors and Generators; 2014.
- B. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
  - 1. Any submittals that list multiple products without properly identifying the part number, model, etc. used for this specific project will be rejected.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

# **PART 2 PRODUCTS**

# 2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
  - 1. See Section 01 1000 and construction documents for list of items required to be salvaged for reuse and relocation.

### 2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.
  - 2. Containing lead, cadmium, or asbestos.
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 6116.

- 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
- 3. Have longer documented life span under normal use.
- D. Motors: Refer to Section 23 0513 Common Motor Requirements for HVAC Equipment, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.

#### 2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

#### 2.04 MAINTENANCE MATERIALS

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

# **PART 3 EXECUTION**

#### 3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 Substitution Procedures.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

#### 3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

#### 3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

# **SECTION 01 7000**

# **EXECUTION AND CLOSEOUT REQUIREMENTS**

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- I. General requirements for maintenance service.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 1000 Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 Quality Requirements: Testing and inspection procedures.
- D. Section 07 8400 Firestopping.

#### 1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and products to be used.
    - e. Effect on work of Owner or separate Contractor.
    - f. Written permission of affected separate Contractor.
    - g. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

# 1.05 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

- 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
- 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  - 1. Indoors: Limit conduct of especially noisy interior work to 8 am to 5 pm.

#### 1.06 COORDINATION

- 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. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. 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.

#### **PART 2 PRODUCTS**

#### 2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 Product Requirements.

#### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

#### 3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

# 3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Notify Engineer 14 days in advance of meeting date.
- E. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.

#### 3.04 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

#### 3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Engineer before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - Maintain existing active systems that are to remain in operation; maintain access to
    equipment and operational components; if necessary, modify installation to allow access or
    provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.

- Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
  - b. Provide temporary connections as required to maintain existing systems in service.
- 4. Verify that abandoned services serve only abandoned facilities.
- 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

## 3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.

- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

#### 3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

#### 3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

# 3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Engineer and Owner 14 days prior to start-up of major systems and equipment.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. Where required in specific Sections, Engineer will witness start-up of designated systems and equipment.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

#### 3.10 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.
- H. Demonstration and instruction will be witnessed by the Engineer. Notify Engineer and Owner 14 days prior.

#### 3.11 ADJUSTING

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

#### 3.12 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from area drains and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

#### 3.13 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Engineer.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Substantial Completion.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Engineer when work is considered finally complete.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.
- I. Complete items of work determined by Engineer's final inspection.

#### 3.14 MAINTENANCE

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

# SECTION 01 7800 CLOSEOUT SUBMITTALS

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

#### 1.02 RELATED REQUIREMENTS

- A. Section 00 7200 General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

#### 1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 2. Submit 2 copy(ies) of completed documents 15 days prior to final inspection. These copies will be reviewed and returned with comments, if necessary. Revise is required and redistribute to all parties.
  - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.

#### C. Warranties and Bonds:

- 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
- 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
- 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

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

#### PART 3 EXECUTION

#### 3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Field changes of routing, equipment, dimension and detail.
  - 3. Details not on original Contract drawings.

# 3.02 OPERATION AND MAINTENANCE DATA

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

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

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Additional Requirements: As specified in individual product specification sections.

## 3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Operation and maintenance data.
    - c. Field quality control data.
    - d. Photocopies of warranties and bonds.

# 3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

#### **SECTION 01 7900**

#### **DEMONSTRATION AND TRAINING**

# **PART 1 GENERAL**

#### 1.01 SUMMARY

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

#### 1.02 RELATED REQUIREMENTS

A. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals.

# 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect for transmittal to Owner.
  - 2. Submit not less than four weeks prior to start of training.
  - 3. Revise and resubmit until acceptable.
  - 4. Provide an overall schedule showing all training sessions.
  - 5. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
    - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
    - g. Media to be used, such a slides, hand-outs, etc.
    - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.

# D. Training Reports:

- 1. Identification of each training session, date, time, and duration.
- 2. Sign-in sheet showing names and job titles of attendees.
- 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
- E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
  - 1. Format: DVD Disc.
  - 2. Label each disc and container with session identification and date.

# 1.04 QUALITY ASSURANCE

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

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

#### PART 3 EXECUTION

#### 3.01 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

#### 3.02 TRAINING - GENERAL

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Provide training in minimum two hour segments.
- D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - The location of the O&M manuals and procedures for use and preservation; backup copies.
  - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  - 3. Typical uses of the O&M manuals.
- F. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.
  - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
  - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  - 6. Discuss common troubleshooting problems and solutions.
  - 7. Discuss any peculiarities of equipment installation or operation.
  - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  - 10. Review spare parts and tools required to be furnished by Contractor.
  - 11. Review spare parts suppliers and sources and procurement procedures.
- G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

# SECTION 02 4100 DEMOLITION

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.
- C. Abandonment and removal of existing utilities and utility structures.

#### 1.02 DEFINITIONS

- A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Site Plan: Indicate:
  - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
  - 1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
  - 2. Demolition firm qualifications.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

# **PART 3 EXECUTION**

## 2.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Use of explosives is not permitted.
  - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 5. Provide, erect, and maintain temporary barriers and security devices.
  - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 8. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
  - Conduct operations to minimize obstruction of public and private entrances and exits. Do
    not obstruct required exits at any time. Protect persons using entrances and exits from
    removal operations.

- 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements to remain in place and not removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Hazardous Materials:
  - If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

#### 2.02 EXISTING UTILITIES

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

# 2.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
  - 1. Verify construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from areas that remain occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.
- D. Remove existing work as indicated and required to accomplish new work.
  - Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction indicated.
  - Remove items indicated on drawings.
- E. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.

- 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
  - 1. Prevent movement of structure. Provide shoring and bracing as required.
  - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch to match new work.

# 2.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

# SECTION 03 3000 CAST-IN-PLACE CONCRETE

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Concrete curing.

#### 1.02 REFERENCE STANDARDS

- ACI 117 Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- B. ACI 211.1 Selecting Proportions for Normal-Density and High Density-Concrete Guide; 2022.
- C. ACI 301 Specifications for Concrete Construction; 2020.
- D. ACI 304R Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- E. ACI 308R Guide to External Curing of Concrete; 2016.
- F. ACI 318 Building Code Requirements for Structural Concrete; 2019 (Reapproved 2022).
- G. ACI 347R Guide to Formwork for Concrete; 2014 (Reapproved 2021).
- H. ASTM C33/C33M Standard Specification for Concrete Aggregates; 2023.
- ASTM C39/C39M Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2023.
- J. ASTM C94/C94M Standard Specification for Ready-Mixed Concrete; 2023.
- K. ASTM C150/C150M Standard Specification for Portland Cement; 2022.
- L. ASTM C173/C173M Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2023.
- M. ASTM C618 Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2023, with Editorial Revision.
- N. ASTM C685/C685M Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2017.
- O. ASTM C1240 Standard Specification for Silica Fume Used in Cementitious Mixtures; 2020.

#### 1.03 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI 301 and ACI 318.

#### **PART 2 PRODUCTS**

# 2.01 FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
  - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.

# 2.02 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Calcined Pozzolan: ASTM C618, Class N.
- E. Silica Fume: ASTM C1240, proportioned in accordance with ACI 211.1.

#### 2.03 CONCRETE MIX DESIGN

- A. Normal Weight Concrete:
  - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 4,000 pounds per square inch.
  - 2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
  - 3. Calcined Pozzolan Content: Maximum 10 percent of cementitious materials by weight.
  - 4. Silica Fume Content: Maximum 5 percent of cementitious materials by weight.
  - 5. Water-Cement Ratio: Maximum 40 percent by weight.
  - 6. Total Air Content: 4 percent, determined in accordance with ASTM C173/C173M.
  - 7. Maximum Slump: 3 inches.
  - 8. Maximum Aggregate Size: 5/8 inch.

#### **2.04 MIXING**

- A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

#### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with work of this section.

#### 3.02 PREPARATION

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

#### 3.03 PLACING CONCRETE

A. Place concrete in accordance with ACI 304R.

#### 3.04 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. Maximum Variation of Surface Flatness:
  - 1. Exposed Concrete Floors: 1/4 inch in 10 feet.
  - 2. Under Seamless Resilient Flooring: 1/4 inch in 10 feet.
  - 3. Under Carpeting: 1/4 inch in 10 feet.
- B. Correct the slab surface if tolerances are less than specified.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

#### 3.05 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete. Wet cure for 7 days, continually soaked in water.

# 3.06 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Engineer. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

### 3.07 PROTECTION

Do not permit traffic over unprotected concrete floor surface until fully cured.

# 3.08 SCHEDULE - CONCRETE TYPES AND FINISHES

A. Underside of Supported Floors and Structure Exposed to View: 4,000 pounds per square inch 28 day concrete, form finish with honeycomb filled surface.

# SECTION 08 9100 LOUVERS

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. Louvers, frames, and accessories.

#### 1.02 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide data describing design characteristics, maximum recommended air velocity, design free area, materials and finishes.
- C. Shop Drawings: Indicate louver layout plan and elevations, opening and clearance dimensions, and tolerances; head, jamb and sill details; blade configuration, screens, blank-off areas required, and frames.
- D. Samples: Submit two samples 2 by 2 inches in size illustrating finish and color of exterior and interior surfaces.
- E. Test Reports: Independent agency reports showing compliance with specified performance criteria.

#### 1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with minimum ten years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of type specified and with at least ten years of documented experience.

#### 1.04 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Provide five year manufacturer's warranty against distortion, metal degradation, and connection failures of louver components.
  - 1. Finish: Include twenty year coverage against degradation of exterior finish.

#### **PART 2 PRODUCTS**

#### 2.01 MANUFACTURERS

- A. Louvers:
  - 1. Pottorff: www.pottorff.com/#sle.
  - 2. Substitutions: See Section 01 6000 Product Requirements.

# 2.02 LOUVERS

- A. Louvers: Factory fabricated and assembled, complete with frame, mullions, and accessories; AMCA Certified in accordance with AMCA 511.
  - 1. Wind Load Resistance: Design to resist positive and negative wind load of 25 psf without damage or permanent deformation.
  - 2. Drainable Blades: Continuous rain stop at front or rear of blade aligned with vertical gutter recessed into both jambs of frame.
  - 3. Screens: Provide insect screens at intake louvers and bird screens at exhaust louvers.

# 2.03 FINISHES

- A. Class II Natural Anodized Finish: AAMA 611 AA-M12C22A31 Clear anodic coating not less than 0.4 mils thick.
- B. Primer: Zinc chromate, alkyd type.
- C. Color: as selected to match existing, may be custom color.

# 2.04 ACCESSORIES

- A. Screens: Frame of same material as louver, with reinforced corners; removable, screw attached: installed on inside face of louver frame.
- B. Bird Screen: Interwoven wire mesh of steel, 14 gauge, 0.0641 inch diameter wire, 1/2 inch open weave, diagonal design.
- C. Fasteners and Anchors: Galvanized steel. Insert in steel picture frame and securet o frame. paint steel frame to match prior to installation.
- D. Flashings: Of same material as louver frame, formed to required shape, single length in one piece per location.
- E. Sealant for Setting Sills and Sill Flashing: Non-curing butyl type.

#### **PART 3 EXECUTION**

# 3.01 EXAMINATION

A. Verify that prepared openings and flashings are ready to receive this work and opening dimensions are as indicated on shop drawings.

#### 3.02 INSTALLATION

- A. Install louver assembly in accordance with manufacturer's instructions.
- B. Install louvers level and plumb.
- C. Install flashings and align louver assembly to ensure moisture shed from flashings and diversion of moisture to exterior.
- D. Secure louver frames in openings with concealed fasteners.

#### 3.03 CLEANING

- A. Strip protective finish coverings.
- B. Clean surfaces and components.

#### **SECTION 23 0001**

# **BASIC MECHANICAL MATERIALS & METHODS**

#### **GENERAL REQUIREMENTS**

- 1.01 CONFORM TO THE CURRENT REQUIRMENTS OF THE IMC AND IPC 2015
- 1.02 PERFORM ALL WORK UNDER THIS SECTION IN ACCORDANCE WITH APPLICABLE CODES & STANDARDS AND BEST INDUSTRY AND TRADE PRACTICES.
- 1.03 COORDINATE ALL WITH WITH OTHER TRADES PRIOR TO BIDDING. THIS IS A RENOVATION PROJECT.
- 1.04 ROOF PENETRATIONS: ALL ROOF PENETRATIONS WILL BE BY FACTORY APPROVED METHOD, ROUND PENETRATIONS WILL USE FACTORY ROOF BOOTS, BY SAME NAUFACTURER AS ORIGINAL ROOF. ALL PENETRATIONS MUST MEET WARRANTY REQUIREMENTS REGARDLESS OF ROOF AGE. ROOF PENETRATIONS ON ROOFS WITH AN ACTIVE WARRANTY MUST BE REVIEWED, APPROVED, AND ADDED TO THE WARRANTY WITH FULL DOCUMENTATION.
- 1.05 REQUESTS FOR SUBSTITUTIONS WILL BE MADE PRIOR TO BIDDING. NO SUBSTITUTION REQUEST WILL BE CONSIDERED AFTER BIDDING. A REQUEST FOR SUBSTITUTION WILL FOLLOW ANY AND ALL REQUIREMENTS SET FORTH IN THE PROJECT DOCUMENTS. THE REQUESTING CONTRACTOR MUST SUBMIT THE REQUEST FOR SUBSTITUTION, NO REQUESTS DIRECTLY FROM VENDORS WILL BE REVIEWED OR CONSIDERED. ALL REQUESTS MUST BE TIMELY IN ACCORDANCE WITH INSTRUCTIONS AND PROJECT DOCUMENTS, IN WRITING, AND BE OF SUFFICIENT DETAIL TO DEMONSTRATE COMPLIANCE WITH ALL ASPECTS OF THE PROJECT DOCUMENTS. RECEIPT OF A REQUEST DOES NOT IMPLY ACCEPTANCE. ALL ACCEPTANCES OF SUBSTITUTION REQUEST WILL BE BY ADDENDUM TO THE PROJECT SPECIFICATIONS ONLY.

#### **MATERIALS & METHODS**

# 2.01 BUILDING SERVICES PIPING

- A. INFORMATION FOR SPECIFIC SYSTEMS:
  - 1. System Pressures: Specified in other Sections.
  - 2. Pipe and Fitting Applications: Indicated on drawings; materials specified in 232113.
  - 3. Valve Types and Applications: Indicated on drawings; general requirements specified in 15110.
  - 4. Specialties: Indicated on drawings; general requirements specified in 232114.
  - 5. Sections Where Other Requirements are Specified:
    - a. Natural Gas and / or Propane: Section 221005.

# 2.02 FIELD TESTING: VISUALLY INSPECT CONNECTIONS FOR LEAKS AT FREQUENT INTERVALS OVER ENTIRE DURATION OF TEST.

- A. Domestic Water and Hydronic (Heating & Chilled Water):
  - 1. Hydraulic (air over water) pressure test maintained at 25 psi (172 kPa) above system operating pressure for minimum of 1 hour. Air only is not permitted.

# 2.03 HEAT-GENERATION EQUIPMENT

- A. Appliance regulators:
  - 1. All natural gas or propane combustion equipment are to have an appliance regulator installed in accordance with NFPA 54, NFPA 58, and the equipment manfucaturer requirements.
  - 2. All pounds service appliance regulators are to be vented to the exterior in accordance with the regulator manufacturer's recommendations.

# 2.04 AIR DISTRIBUTION

- A. Ductwork:
  - 1. Material: ASTM A 653/A 653M hot dipped galvanized steel sheet, G60/Z180 coating.

- 2. Provide dampers at all exhaust grille locations.
- B. Diffusers, Registers, and Grilles:
  - 1. Supply Diffusers: Louvered face.
    - a. Shape: As Indicated.
    - b. Material: Aluminum.
    - c. Color: Off-white.
  - 2. Grilles: Perforated face.
    - a. Sight-proof. (Exterior Louvers)
    - b. Shape: as Indicated.
    - c. Material: Aluminum.
    - d. Color: Off-white.

# 2.05 HVAC INSTRUMENTATION AND CONTROLS

- A. System Type: Electric.
  - 1. Outdoor ventilation reset control
    - a. Remote bulb control to shut off ventilation fan and closes outside air dampers below
       60 Deg F. Overridden by occupancy sensor at all temperatures
  - 2. Thermostats:
    - a. Direct or reverse acting.

#### **SECTION 23 0513**

# COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. General construction and requirements.
- B. Single phase electric motors.
- C. Three phase electric motors.

#### 1.02 REFERENCE STANDARDS

- A. ABMA STD 9 Load Ratings and Fatigue Life for Ball Bearings; 2015.
- B. IEEE 112 IEEE Standard Test Procedure for Polyphase Induction Motors and Generators; 2017
- C. NEMA MG 1 Motors and Generators: 2014.
- D. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide wiring diagrams with electrical characteristics and connection requirements.
- C. Manufacturer's Installation Instructions: Indicate setting, mechanical connections, lubrication, and wiring instructions.
- D. Operation Data: Include instructions for safe operating procedures.
- E. Maintenance Data: Include assembly drawings, bearing data including replacement sizes, and lubrication instructions.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacture of electric motors for specified use, and their accessories, with minimum ten years documented product development, testing, and manufacturing experience.
- B. Comply with NFPA 70.

# 1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect motors stored on site from weather and moisture by maintaining factory covers and suitable weather-proof covering. For extended outdoor storage, remove motors from equipment and store separately.

## 1.06 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Provide five year manufacturer warranty for motors larger than 20 horsepower.

# PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

A. Substitutions: See Section 01 6000 - Product Requirements.

#### 2.02 GENERAL CONSTRUCTION AND REQUIREMENTS

- A. Electrical Service:
  - As scheduled
- B. Nominal Efficiency:
  - 1. Open Motor with Two Poles: 82.5.
  - 2. Open Motor with Four Poles: 82.5.
  - 3. Open Motor with Six Poles: 50.0.

- 4. Enclosed Motor with Two Poles: 75.5.
- Enclosed Motor with Four Poles: 82.5.
- 6. Enclosed Motor with Six Poles: 50.0.

#### C. Construction:

- 1. Open drip-proof type except where specifically noted otherwise.
- 2. Design for continuous operation in 104 degrees F environment.
- 3. Design for temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
- 4. Motors with frame sizes 254T and larger: Energy efficient type.
- D. Visible Nameplate: Indicating motor horsepower, voltage, phase, cycles, RPM, full load amps, locked rotor amps, frame size, manufacturer's name and model number, service factor, power factor, efficiency.

# E. Wiring Terminations:

- 1. Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70, threaded for conduit.
- 2. For fractional horsepower motors where connection is made directly, provide threaded conduit connection in end frame.

# 2.03 SINGLE PHASE POWER - SPLIT PHASE MOTORS

- A. Starting Torque: Less than 150 percent of full load torque.
- B. Starting Current: Up to seven times full load current.
- C. Breakdown Torque: Approximately 200 percent of full load torque.
- D. Drip-proof Enclosure: Class A (50 degrees C temperature rise) insulation, NEMA Service Factor, prelubricated sleeve or ball bearings.
- E. Enclosed Motors: Class A (50 degrees C temperature rise) insulation, 1.0 Service Factor, prelubricated ball bearings.

# 2.04 SINGLE PHASE POWER - PERMANENT-SPLIT CAPACITOR MOTORS

- A. Starting Torque: Exceeding one fourth of full load torque.
- B. Starting Current: Up to six times full load current.
- C. Multiple Speed: Through tapped windings.
- D. Open Drip-proof or Enclosed Air Over Enclosure: Class A (50 degrees C temperature rise) insulation, minimum 1.0 Service Factor, prelubricated sleeve or ball bearings, automatic reset overload protector.

#### 2.05 SINGLE PHASE POWER - CAPACITOR START MOTORS

- A. Starting Torque: Three times full load torque.
- B. Starting Current: Less than five times full load current.
- C. Pull-up Torque: Up to 350 percent of full load torque.
- D. Breakdown Torque: Approximately 250 percent of full load torque.
- E. Motors: Capacitor in series with starting winding; provide capacitor-start/capacitor-run motors with two capacitors in parallel with run capacitor remaining in circuit at operating speeds.
- F. Drip-proof Enclosure: Class A (50 degrees C temperature rise) insulation, NEMA Service Factor, prelubricated sleeve bearings.
- G. Enclosed Motors: Class A (50 degrees C temperature rise) insulation, 1.0 Service Factor, prelubricated ball bearings.

# 2.06 THREE PHASE POWER - SQUIRREL CAGE MOTORS

- A. Starting Torque: Between 1 and 1-1/2 times full load torque.
- B. Starting Current: Six times full load current.

- Power Output, Locked Rotor Torque, Breakdown or Pull Out Torque: NEMA Design B characteristics.
- D. Design, Construction, Testing, and Performance: Comply with NEMA MG 1 for Design B motors.
- E. Insulation System: NEMA Class B or better.
- F. Testing Procedure: In accordance with IEEE 112. Load test motors to determine free from electrical or mechanical defects in compliance with performance data.
- G. Motor Frames: NEMA Standard T-Frames of steel, aluminum, or cast iron with end brackets of cast iron or aluminum with steel inserts.
- H. Bearings: Grease lubricated anti-friction ball bearings with housings equipped with plugged provision for relubrication, rated for minimum ABMA STD 9, L-10 life of 20,000 hours. Calculate bearing load with NEMA minimum V-belt pulley with belt center line at end of NEMA standard shaft extension. Stamp bearing sizes on nameplate.
- I. Sound Power Levels: To NEMA MG 1.
- J. Nominal Efficiency: As indicated at full load and rated voltage when tested in accordance with IEEE 112.
- K. Nominal Power Factor: As indicated at full load and rated voltage when tested in accordance with IEEE 112.

# **PART 3 EXECUTION**

#### 3.01 INSTALLATION

- Install in accordance with manufacturer's instructions.
- B. Install securely on firm foundation. Mount ball bearing motors with shaft in any position.
- C. Check line voltage and phase and ensure agreement with nameplate.

#### **SECTION 23 0529**

## HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

## **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. Support and attachment components.

#### 1.02 REFERENCE STANDARDS

- ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM A181/A181M Standard Specification for Carbon Steel Forgings, for General Purpose Piping; 2014 (Reapproved 2020).
- D. ASTM A36/A36M Standard Specification for Carbon Structural Steel; 2014.
- E. ASTM A47/A47M Standard Specification for Ferritic Malleable Iron Castings; 1999 (Reapproved 2014).
- F. ASTM A283/A283M Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2018.
- G. ASTM A395/A395M Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures; 1999 (Reapproved 2014).
- H. ASTM B633 Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.
- ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- J. ASTM E96/E96M Standard Test Methods for Water Vapor Transmission of Materials; 2014.
- K. FM (AG) FM Approval Guide; current edition.
- L. MFMA-4 Metal Framing Standards Publication; 2004.
- M. MSS SP-58 Pipe Hangers and Supports Materials, Design, Manufacture, Selection, Application, and Installation; 2009.
- N. UL (DIR) Online Certifications Directory; current listings at database.ul.com.
- O. UL 723 Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

#### 1.03 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

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

#### B. Sequencing:

1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 3000.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, nonpenetrating rooftop supports, post-installed concrete and masonry anchors, and thermal insulated pipe supports.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

#### 1.05 QUALITY ASSURANCE

- A. Comply with applicable building code.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Installer Qualifications for Powder-Actuated Fasteners (when specified): Certified by fastener system manufacturer with current operator's license.
- Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

## 1.06 DELIVERY, STORAGE, AND HANDLING

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

#### PART 2 PRODUCTS

#### 2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of plumbing work.
  - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  - Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 4. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
  - Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
    - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
    - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
    - b. Thomas & Betts Corporation: www.tnb.com/#sle.
    - c. Unistrut, a brand of Atkore International Inc: www.unistrut.com/#sle.
    - d. Source Limitations: Furnish hardware, fittings, and accessories from single manufacturer.

- 2. Provide factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
- 3. Comply with MFMA-4.
- Channel Material:
  - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
  - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
- 5. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch.
- 6. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.

#### C. Channel Nuts:

 Provide carbon steel channel nut with epoxy copper or zinc finish and long, regular, or short spring.

## D. Hanger Rods:

- 1. Threaded zinc-plated steel unless otherwise indicated.
- 2. Minimum Size, Unless Otherwise Indicated or Required:
  - a. Equipment Supports: 1/2 inch diameter.
  - b. Piping up to 1 inch: 1/4 inch diameter.
  - c. Piping larger than 1 inch: 3/8 inch diameter.
  - d. Trapeze Support for Multiple Pipes: 3/8 inch diameter.

## E. Thermal Insulated Pipe Supports:

- 1. General Requirements:
  - a. Insulated pipe supports to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.
  - b. Surface Burning Characteristics: Flame spread index/smoke developed index of 5/30, maximum, when tested in accordance with ASTM E84 or UL 723.
  - c. Pipe supports to be provided for nominally sized, 1/2 to 30 inch iron pipes.
  - d. Insulation inserts to consist of rigid polyisocyanurate (urethane) insulation surrounded by a 360 degree, PVC jacketing.

## PVC Jacket:

- a. Pipe insulation protection shields to be provided with a ball bearing hinge and locking seam.
- b. Moisture Vapor Transmission: 0.0071 perm inch, when tested in accordance with ASTM E96/E96M.
- c. Thickness: 60 mil.
- 3. Pipe insulation protection shields to be provided at the hanger points and guide locations on pipes requiring insulation as indicated on drawings.

#### F. Pipe Supports:

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

#### G. Pipe Stanchions:

- Material: Malleable iron, ASTM A47/A47M; or carbon steel, ASTM A36/A36M.
- 2. Provide coated or plated saddles to isolate steel hangers from dissimilar metal tube or pipe.
- 3. For pipe runs, use stanchions of same type and material where vertical adjustment is required for stationary pipe.

#### H. Beam Clamps:

- 1. MSS SP-58 types 19 through 23, 25 or 27 through 30 based on required load.
- 2. Beam C-Clamp: MSS SP-58 type 23, malleable iron and steel with plain, stainless steel, and zinc finish.
- 3. Small or Junior Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish. For inverted usage provide manufacturer listed size(s).

- 4. Wide Mouth Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish.
- 5. Centerload Beam Clamp with Extension Piece: MSS SP-58 type 30, malleable iron with plain finish.
- 6. FM (AG) and UL (DIR) Approved Beam Clamp: MSS SP-58 type 19, plain finish,
- 7. Material: ASTM A36/A36M carbon steel or ASTM A181/A181M forged steel.
- 8. Provide clamps with hardened steel cup-point set screws and lock-nuts for anchoring in place.
- 9. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.

#### Riser Clamps

- 1. Provide copper plated clamps for copper tubing support.
- For insulated pipe runs, provide two bolt-type clamps designed for installation under insulation
- 3. MSS SP-58 type 1 or 8, carbon steel or steel with epoxy plated, plain, stainless steel, or zinc plated finish.
- 4. Medium Split Horizontal Pipe Clamp: MSS SP-58 type 4, carbon steel or stainless steel with epoxy plated, plain, stainless steel, or zinc plated finish.
- 5. Copper Tube Pipe Clamp: MSS SP-58 type 8, epoxy plated copper.
- 6. UL (DIR) listed: Pipe sizes 1/2 to 8 inch.
- J. Offset Pipe Clamps: Double-leg design two-piece pipe clamp.

# K. Strut Clamps:

1. Pipe Clamp: Two-piece rigid, universal, or outer diameter type, carbon steel with epoxy copper or zinc finish.

# L. Insulation Clamps:

- 1. Two bolt-type clamps designed for installation under insulation.
- 2. Material: Carbon steel with epoxy copper or zinc finish.

## M. Pipe Hangers:

- 1. Hangers:
  - a. Provide hinged split ring and yoke roller hanger with zinc finish.
  - b. Material: ASTM A47/A47M malleable iron or ASTM A36/A36M carbon steel.
  - c. Provide hanger rod and nuts of the same type and material for a given pipe run.
  - d. Provide coated or plated hangers to isolate steel hangers from dissimilar metal tube or pipe.
- 2. Clevis Hangers, Adjustable:
  - a. Standard-Duty: MSS SP-58 Type 1, zinc-colored, epoxy plated.
- 3. Material: Malleable iron, ASTM A47/A47M; or carbon steel, ASTM A36/A36M.
- 4. Provide coated or plated hangers to isolate steel hangers from dissimilar metal tube or pipe.
- N. Pipe Alignment Guides: Galvanized steel.
  - 1. Pipe Sizes 8 inch and Smaller: Spider or sleeve type.
- O. Dielectric Barriers: Provide between metallic supports and metallic piping and associated items of dissimilar type; acceptable dielectric barriers include rubber or plastic sheets or coatings attached securely to pipe or item.
- P. Pipe Shields for Insulated Piping:
  - 1. General Construction and Requirements:
    - a. Surface Burning Characteristics: Comply with ASTM E84 or UL 723.
    - b. Shields Material: UV-resistant polypropylene with glass fill.
    - c. Maximum Insulated Pipe Outer Diameter: 12-5/8 inch.
    - d. Minimum Service Temperature: Minus 40 degrees F.
    - e. Maximum Service Temperature: 178 degrees F.
    - f. Pipe shields to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.

#### Q. Anchors and Fasteners:

- 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
- 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
- 3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
- 4. Hollow Masonry: Use toggle bolts.
- 5. Hollow Stud Walls: Use toggle bolts.
- 6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
- 7. Plastic and lead anchors are not permitted.
- 8. Powder-actuated fasteners are not permitted.
- 9. Hammer-driven anchors and fasteners are not permitted.
- 10. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
  - a. Comply with MFMA-4.
  - b. Channel Material: Use galvanized steel.
  - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.
- 11. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.

#### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Engineer.
- G. Provide thermal insulated pipe supports complete with hangers and accessories. Install thermal insulated pipe supports during the installation of the piping system.
- H. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to study to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Unless otherwise indicated, mount floor-mounted equipment on properly sized 4 inch high concrete pad constructed in accordance with Section 03 3000.
  - 5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- I. Preset Concrete Inserts: Use manufacturer-provided closure strips to inhibit concrete seepage during concrete pour.
- J. Secure fasteners according to manufacturer's recommended torque settings.

K. Remove temporary supports.

## 3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

## **SECTION 23 0548**

#### VIBRATION AND SEISMIC CONTROLS FOR HVAC

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. Vibration-isolated equipment support bases.

#### 1.02 REFERENCE STANDARDS

A. ASHRAE (HVACA) - ASHRAE Handbook - HVAC Applications; 2015.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for products, including materials, fabrication details, dimensions, and finishes.
- C. Product Data:
  - Provide manufacturer's product literature documenting compliance with PART 2 PRODUCTS.
  - 2. Include seismic rating documentation for each isolator and restraint component accounting for horizontal, vertical, and combined loads.

#### 1.04 QUALITY ASSURANCE

- A. Comply with applicable building code.
- B. Perform design and installation in accordance with applicable codes.
- C. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than 10 years of documented experience.
- D. Installer Qualifications: Company specializing in performing the type of work specified in this section with a minimum of 10 years experience.

## PART 2 PRODUCTS

## 2.01 PERFORMANCE REQUIREMENTS

- A. General:
  - 1. All vibration isolators, base frames and inertia bases to conform to all uniform deflection and stability requirements under all operating loads.
  - 2. Steel springs to function without undue stress or overloading.
  - 3. Steel springs to operate in the linear portion of the load versus deflection curve over deflection range of not less than 50 percent above specified deflection.
  - 4. All equipment mounted on vibration isolated bases to have minimum operating clearance of 2 inches between the base and floor or support beneath unless noted otherwise.

#### PART 3 EXECUTION

## 3.01 EXAMINATION

- A. Verify that field measurements are as shown on the drawings.
- B. Verify that mounting surfaces are ready to receive vibration isolation and/or seismic control components and associated attachments.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- C. Secure fasteners according to manufacturer's recommended torque settings.
- D. Install flexible piping connections to provide sufficient slack for vibration isolation and/or seismic relative displacements as indicated or as required.

## 3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements, for additional requirements.
- B. Inspect vibration isolation and/or seismic control components for damage and defects.
- C. Correct deficiencies and replace damaged or defective vibration isolation and/or seismic control components.
- D. Inspect isolated equipment after installation and submit report. Include static deflections.

## **SECTION 23 0553**

## **IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Nameplates.
- B. Tags.
- C. Ceiling tacks.

#### 1.02 REFERENCE STANDARDS

- A. ASME A13.1 Scheme for the Identification of Piping Systems; 2007.
- B. ASTM D709 Standard Specification for Laminated Thermosetting Materials; 2013.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.
- C. Chart and Schedule: Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- D. Product Data: Provide manufacturers catalog literature for each product required.
- E. Project Record Documents: Record actual locations of tagged valves.

#### **PART 2 PRODUCTS**

#### 2.01 IDENTIFICATION APPLICATIONS

- A. Air Handling Units: Nameplates.
- B. Automatic Controls: Tags. Key to control schematic.
- C. Control Panels: Nameplates.
- D. Dampers: Ceiling tacks, where located above lay-in ceiling.
- E. Heat Transfer Equipment: Nameplates.
- F. Instrumentation: Tags.
- G. Major Control Components: Nameplates.
- H. Relays: Tags.
- I. Small-sized Equipment: Tags.
- J. Thermostats: Nameplates.

#### 2.02 NAMEPLATES

- A. Letter Color: White.
- B. Letter Height: 1/4 inch.
- C. Background Color: Black.
- D. Plastic: Comply with ASTM D709.

#### 2.03 TAGS

- A. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.
- B. Valve Tag Chart: Typewritten letter size list in anodized aluminum frame.

#### 2.04 CEILING TACKS

- A. Description: Steel with 3/4 inch diameter color coded head.
- B. Color code as follows:
  - 1. HVAC Equipment: Yellow.

2. Fire Dampers and Smoke Dampers: Red.

# **PART 3 EXECUTION**

## 3.01 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

## 3.02 INSTALLATION

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.
- D. Locate ceiling tacks to locate valves or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

#### **SECTION 23 0593**

# TESTING, ADJUSTING, AND BALANCING FOR HVAC

## **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.
- B. Measurement of final operating condition of HVAC systems.

#### 1.02 REFERENCE STANDARDS

- A. AABC (NSTSB) AABC National Standards for Total System Balance, 7th Edition; 2016.
- B. AABC MN-1 AABC National Standards for Total System Balance; 2002.
- C. ASHRAE Std 111 Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2008.
- D. SMACNA (TAB) HVAC Systems Testing, Adjusting and Balancing; 2002.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
  - 1. Submit six weeks prior to starting the testing, adjusting, and balancing work.
  - 2. Include certification that the plan developer has reviewed the contract documents, the equipment and systems, and the control system with the Engineer and other installers to sufficiently understand the design intent for each system.
  - 3. Include at least the following in the plan:
    - a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
    - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
    - c. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
    - d. Final test report forms to be used.
    - e. Detailed step-by-step procedures for TAB work for each system and issue, including:
      - 1) Terminal flow calibration (for each terminal type).
      - 2) Diffuser proportioning.
      - 3) Branch/submain proportioning.
      - 4) Total flow calculations.
      - 5) Rechecking.
      - 6) Diversity issues.
    - f. Details of how TOTAL flow will be determined; for example:
      - Air: Sum of terminal flows via control system calibrated readings or via hood readings of all terminals, supply (SA) and return air (RA) pitot traverse, SA or RA flow stations.
      - 2) Water: Pump curves, circuit setter, flow station, ultrasonic, etc.
    - g. Specific procedures that will ensure that both air and water side are operating at the lowest possible pressures and methods to verify this.
    - Confirmation of understanding of the outside air ventilation criteria under all conditions.
    - i. Method of verifying and setting minimum outside air flow rate will be verified and set and for what level (total building, zone, etc.).
    - j. Method of checking building static and exhaust fan and/or relief damper capacity.
    - k. Exhaust fan balancing and capacity verifications, including any required room pressure differentials.
    - I. Procedures for formal deficiency reports, including scope, frequency and distribution.

- C. Control System Coordination Reports: Communicate in writing to the controls installer all setpoint and parameter changes made or problems and discrepancies identified during TAB that affect, or could affect, the control system setup and operation.
- D. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
  - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
  - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
  - 3. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Engineer and for inclusion in operating and maintenance manuals.
  - 4. Provide reports in soft cover, letter size, 3-ring binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
  - Include actual instrument list, with manufacturer name, serial number, and date of calibration.
  - 6. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
  - 7. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.
  - 8. Include the following on the title page of each report:
    - a. Name of Testing, Adjusting, and Balancing Agency.
    - b. Address of Testing, Adjusting, and Balancing Agency.
    - c. Telephone number of Testing, Adjusting, and Balancing Agency.
    - d. Project name.
    - e. Project location.
    - f. Project Engineer.
    - g. Project Contractor.
    - h. Report date.
- E. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.

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

#### PART 3 EXECUTION

## 3.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
  - 1. AABC (NSTSB), AABC National Standards for Total System Balance.
  - 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
  - SMACNA (TAB).
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
  - Company specializing in the testing, adjusting, and balancing of systems specified in this section.
  - 2. Having minimum of 10 years documented experience.
  - 3. Certified by one of the following:
    - a. AABC, Associated Air Balance Council: www.aabc.com/#sle; upon completion submit AABC National Performance Guaranty.
    - b. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org/#sle.

E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

#### 3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
  - 1. Systems are started and operating in a safe and normal condition.
  - 2. Temperature control systems are installed complete and operable.
  - 3. Proper thermal overload protection is in place for electrical equipment.
  - Final filters are clean and in place. If required, install temporary media in addition to final filters.
  - 5. Duct systems are clean of debris.
  - 6. Fans are rotating correctly.
  - 7. Fire and volume dampers are in place and open.
  - 8. Air coil fins are cleaned and combed.
  - 9. Access doors are closed and duct end caps are in place.
  - 10. Air outlets are installed and connected.
  - 11. Duct system leakage is minimized.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

## 3.03 PREPARATION

- A. Hold a pre-balancing meeting at least one week prior to starting TAB work.
  - 1. Require attendance by all installers whose work will be tested, adjusted, or balanced.
- B. All TAB activities are to be scheduled with the Owner and Engineer two weeks prior to beginning TAB. All TAB work to be performed in the presence of Engineer. Any work without witness, will be subject to being performed again at the discretion of the Engineer, at no cost to the project.

## 3.04 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

#### 3.05 RECORDING AND ADJUSTING

- A. Ensure recorded data represents actual measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- E. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by the Owner.

#### 3.06 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.

- Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.
- L. Measure building static pressure and adjust supply, return, and exhaust air systems to provide required relationship between each to maintain approximately 0.05 inches positive static pressure near the building entries.
- M. Check multi-zone units for motorized damper leakage. Adjust air quantities with mixing dampers set first for cooling, then heating, then modulating.
- N. For variable air volume system powered units set volume controller to air flow setting indicated. Confirm connections properly made and confirm proper operation for automatic variable air volume temperature control.
- O. On fan powered VAV boxes, adjust air flow switches for proper operation.

# SECTION 23 0716 HVAC EQUIPMENT INSULATION

## **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Equipment insulation.
- B. Flexible removable and reusable blanket insulation.
- C. Jacketing and accessories.

#### 1.02 RELATED REQUIREMENTS

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for equipment scheduled.
- C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with not less than 10 years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum 10 years of experience.

## 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

#### 1.06 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

## **PART 2 PRODUCTS**

## 2.01 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

## 2.02 GLASS FIBER, FLEXIBLE

- A. Insulation: ASTM C553; flexible, noncombustible.
  - K Value: 0.36 at 75 degrees F, when tested in accordance with ASTM C177 or ASTM C518
  - 2. Maximum Service Temperature: 1,000 degrees F.
  - 3. Maximum Water Vapor Absorption: 5.0 percent by weight.
- B. Vapor Barrier Jacket: Kraft paper reinforced with glass fiber yarn and bonded to aluminized film.
  - Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
  - 2. Secure with self-sealing longitudinal laps and butt strips.
- C. Vapor Barrier Lap Adhesive: Compatible with insulation.
- D. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.

#### 2.03 FLEXIBLE REMOVABLE AND REUSABLE BLANKET INSULATION

- A. Insulation: ASTM C553 Type V; flexible, noncombustible.
  - 1. Comply with ASTM C1695.
  - K Value: 0.37 at 100 degrees F, when tested in accordance with ASTM C177 or ASTM C518.
  - 3. Minimum Service Temperature: 32 degrees F.
  - 4. Maximum Service Temperature: 500 degrees F.
  - 5. Maximum Water Vapor Absorption: Less than 5.0 percent by weight.
  - 6. Color: Gray, Green.
  - 7. Weight: 7.65 oz/sq ft.
  - 8. Effective Thickness: 1.25 plus/minus 0.25 inch.

## 2.04 JACKETING AND ACCESSORIES

#### A. PVC Plastic:

- 1. Jacket: Sheet material, off-white color.
  - a. Minimum Service Temperature: Minus 40 degrees F.
  - b. Maximum Service Temperature: 150 degrees F.
  - Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
  - d. Thickness: 10 mil, 0.010 inch.
  - e. Connections: Brush on welding adhesive.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

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

#### 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Factory Insulated Equipment: Do not insulate.
- C. Exposed Equipment: Locate insulation and cover seams in least visible locations.
- D. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.
- E. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor barrier cement.
- F. Insulated equipment containing fluids below ambient temperature; insulate entire system.
- G. Fiber glass insulated equipment containing fluids below ambient temperature; provide vapor barrier jackets, factory-applied or field-applied. Finish with glass cloth and vapor barrier adhesive.
- H. For hot equipment containing fluids 140 degrees F or less, do not insulate flanges and unions, but bevel and seal ends of insulation.
- I. For hot equipment containing fluids over 140 degrees F, insulate flanges and unions with removable sections and jackets.
- J. Fiber glass insulated equipment containing fluids above ambient temperature; provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Finish with glass cloth and adhesive.
- K. Finish insulation at supports, protrusions, and interruptions.
- L. Equipment in Mechanical Equipment Rooms or Finished Spaces: Finish with canvas jacket sized for finish painting.
- M. Cover glass fiber insulation with metal mesh and finish with heavy coat of insulating cement.
- N. Nameplates and ASME Stamps: Bevel and seal insulation around; do not insulate over.

O. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation so it can be easily removed and replaced without damage. **END OF SECTION** 

# SECTION 23 0719 HVAC PIPING INSULATION

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Flexible removable and reusable blanket insulation.
- C. Jacketing and accessories.

#### 1.02 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

#### 1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than ten years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum ten years of experience.

# 1.04 DELIVERY, STORAGE, AND HANDLING

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

#### 1.05 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

#### **PART 2 PRODUCTS**

#### 2.01 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

## 2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturers:
  - 1. Substitutions: See Section 01 6000 Product Requirements.
- B. Insulation: ASTM C553; flexible, noncombustible blanket.
  - 1. K Value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
  - 2. Maximum Service Temperature: 250 degrees F.
  - 3. Maximum Water Vapor Absorption: 5.0 percent by weight.
- C. Vapor Barrier Jacket:
  - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
  - Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM F96/F96M.
  - 3. Secure with pressure sensitive vapor barrier tape.
- D. Vapor Barrier Tape:
  - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film with pressure-sensitive rubber-based adhesive.

## 2.03 GLASS FIBER, RIGID

- A. Manufacturers:
  - 1. CertainTeed Corporation: www.certainteed.com/#sle.
  - 2. Johns Manville Corporation: www.jm.com/#sle.
  - 3. Knauf Insulation: www.knaufinsulation.com/#sle.

- 4. Owens Corning Corporation: www.ocbuildingspec.com/#sle.
- 5. Substitutions: See Section 01 6000 Product Requirements.
- B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
  - 1. K Value: ASTM C177, 0.24 at 75 degrees F.
  - 2. Maximum Service Temperature: 850 degrees F.
  - 3. Maximum Moisture Absorption: 0.2 percent by volume.
- C. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible, with wicking material to transport condensed water to the outside of the system for evaporation to the atmosphere.
  - 1. K Value: ASTM C177, 0.23 at 75 degrees F.
  - 2. Maximum Service Temperature: 220 degrees F.
  - 3. Maximum Moisture Absorption: 0.2 percent by volume.
- D. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- E. Fittings: premade or field fabricated from oversize pipe insulation. NO flexible faced insulation may be used on fittings.
- F. Vapor Barrier Lap Adhesive: Compatible with insulation.
  - 1. Compatible with insulation.
- G. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.
- H. Indoor Vapor Barrier Finish:
  - 1. Vinyl emulsion type acrylic, compatible with insulation, white color.
- I. Outdoor: Alumigard Flexible wrap, white. Double manufacturer's recommended end lap.

## 2.04 FLEXIBLE REMOVABLE AND REUSABLE BLANKET INSULATION

- A. Manufacturers:
  - 1. Auburn Manufacturing Inc; Ever Green Cut 'n Wrap: www.auburnmfg.com/#sle.
  - 2. Substitutions: See Section 01 6000 Product Requirements.
- B. Insulation: ASTM C553 Type V; flexible, noncombustible.
  - K Value: 0.37 at 100 degrees F, when tested in accordance with ASTM C177 or ASTM C518.

## 2.05 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturers:
  - 1. Aeroflex USA, Inc; Aerocel Stay-Seal with Protape (SSPT): www.aeroflexusa.com/#sle.
  - 2. Armacell LLC: ArmaFlex Ultra with FlameDefense: www.armacell.us/#sle.
  - 3. K-Flex USA LLC; K-Flex Titan: www.kflexusa.com/#sle.
  - 4. Substitutions: See Section 01 6000 Product Requirements.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
  - 1. Minimum Service Temperature: Minus 40 degrees F.
  - 2. Maximum Service Temperature: 180 degrees F.
  - 3. Connection: Waterproof vapor barrier adhesive.
- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.
- D. Buried Chilled Water/ Glycol and Hot Water/ Glycol. Overwrap with Alumigard white. Transition to fiberglass, where permissible at least 18 inches above grade.

#### 2.06 JACKETING AND ACCESSORIES

- A. PVC Plastic.
  - 1. Jacket: One piece molded type fitting covers and sheet material, off-white color. EPxosed interior pipiing and all fittings.
    - a. Minimum Service Temperature: 0 degrees F.
    - b. Maximum Service Temperature: 150 degrees F.

- Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
- d. Thickness: 10 mil, 0.010 inch.
- e. Connections: Brush on welding adhesive.
- 2. Covering Adhesive Mastic: Compatible with insulation.
  - a. Compatible with insulation.
- B. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.
  - 1. Alumagard Exterior piping over 1-1/2" closed cell rubber foam.
    - a. Thickness: 0.016 inch sheet.
    - b. Finish: Smooth.
    - c. Joining: Longitudinal slip joints and 2 inch laps.
    - d. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
    - e. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- Test piping for design pressure, liquid tightness, and continuity prior to applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

### 3.02 INSTALLATION

- Install in accordance with manufacturer's instructions.
- B. Match existing insulation thicknesses for all types.
- C. Install in accordance with NAIMA National Insulation Standards.
- D. Exposed Piping: Locate insulation and cover seams in least visible locations.
- E. Insulated Pipes Conveying Fluids Below Ambient Temperature:
  - 1. Insulate entire system, including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- F. Glass Fiber Insulated Pipes Conveying Fluids Below Ambient Temperature:
  - 1. Provide vapor barrier jackets, factory-applied or field-applied; secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
  - 2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- G. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- H. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
- I. Glass Fiber Insulated Pipes Conveying Fluids Above Ambient Temperature:
  - Provide standard jackets, with or without vapor barrier, factory-applied, or field-applied.
     Secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive.
     Secure with outward clinch expanding staples.
  - 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
- J. Inserts and Shields:
  - 1. Application: Piping 1-1/2 inches diameter or larger.
  - 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
  - 3. Insert location: Between support shield and piping and under the finish jacket.
  - 4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
  - 5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.

- K. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 07 8400.
- L. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.
- M. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping. Provide two coats of UV resistant finish for flexible elastomeric cellular insulation without jacketing.

## 3.03 SCHEDULE

- A. All hydronic piping to be insulated in accordance with IECC 2012 and ASHRAE 2010.
- B. Match existing insulation thicknesses for all types.
- C. Insulate hot water and hot water recirculating piping with the following minimum type and thickness of insulaton for circulating mains and runouts:

D.	Pipe Size	100-140 (deg F)	141-200 (deg F)
E.	Up to 1-1/4"	3/4"	1"
F.	1-1/2" to 2"	1"	1-1/2"
G.	2" and up	1-1/2"	2"

H. Insulate chilled cold water piping with the following minimum type and thickness of insulation for circulating mains and runouts:

I. Pipe Size Cold Water

J. Up to 1-1/4" 3/4"

K. 1-1/2" and up 1-1/2"

# SECTION 23 0719 HVAC PIPING INSULATION

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Flexible removable and reusable blanket insulation.
- C. Jacketing and accessories.

#### 1.02 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

#### 1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than ten years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum ten years of experience.

# 1.04 DELIVERY, STORAGE, AND HANDLING

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

#### 1.05 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

#### **PART 2 PRODUCTS**

#### 2.01 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

## 2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturers:
  - 1. Substitutions: See Section 01 6000 Product Requirements.
- B. Insulation: ASTM C553; flexible, noncombustible blanket.
  - 1. K Value: 0.36 at 75 degrees F, when tested in accordance with ASTM C518.
  - 2. Maximum Service Temperature: 250 degrees F.
  - 3. Maximum Water Vapor Absorption: 5.0 percent by weight.
- C. Vapor Barrier Jacket:
  - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
  - Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM F96/F96M.
  - 3. Secure with pressure sensitive vapor barrier tape.
- D. Vapor Barrier Tape:
  - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film with pressure-sensitive rubber-based adhesive.

## 2.03 GLASS FIBER, RIGID

- A. Manufacturers:
  - 1. CertainTeed Corporation: www.certainteed.com/#sle.
  - 2. Johns Manville Corporation: www.jm.com/#sle.
  - 3. Knauf Insulation: www.knaufinsulation.com/#sle.

- 4. Owens Corning Corporation: www.ocbuildingspec.com/#sle.
- 5. Substitutions: See Section 01 6000 Product Requirements.
- B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
  - 1. K Value: ASTM C177, 0.24 at 75 degrees F.
  - 2. Maximum Service Temperature: 850 degrees F.
  - 3. Maximum Moisture Absorption: 0.2 percent by volume.
- C. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible, with wicking material to transport condensed water to the outside of the system for evaporation to the atmosphere.
  - 1. K Value: ASTM C177, 0.23 at 75 degrees F.
  - 2. Maximum Service Temperature: 220 degrees F.
  - 3. Maximum Moisture Absorption: 0.2 percent by volume.
- D. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- E. Fittings: premade or field fabricated from oversize pipe insulation. NO flexible faced insulation may be used on fittings.
- F. Vapor Barrier Lap Adhesive: Compatible with insulation.
  - 1. Compatible with insulation.
- G. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.
- H. Indoor Vapor Barrier Finish:
  - 1. Vinyl emulsion type acrylic, compatible with insulation, white color.
- I. Outdoor: Alumigard Flexible wrap, white. Double manufacturer's recommended end lap.

## 2.04 FLEXIBLE REMOVABLE AND REUSABLE BLANKET INSULATION

- A. Manufacturers:
  - 1. Auburn Manufacturing Inc; Ever Green Cut 'n Wrap: www.auburnmfg.com/#sle.
  - 2. Substitutions: See Section 01 6000 Product Requirements.
- B. Insulation: ASTM C553 Type V; flexible, noncombustible.
  - K Value: 0.37 at 100 degrees F, when tested in accordance with ASTM C177 or ASTM C518.

## 2.05 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturers:
  - 1. Aeroflex USA, Inc; Aerocel Stay-Seal with Protape (SSPT): www.aeroflexusa.com/#sle.
  - 2. Armacell LLC: ArmaFlex Ultra with FlameDefense: www.armacell.us/#sle.
  - 3. K-Flex USA LLC; K-Flex Titan: www.kflexusa.com/#sle.
  - 4. Substitutions: See Section 01 6000 Product Requirements.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
  - 1. Minimum Service Temperature: Minus 40 degrees F.
  - 2. Maximum Service Temperature: 180 degrees F.
  - 3. Connection: Waterproof vapor barrier adhesive.
- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.
- D. Buried Chilled Water/ Glycol and Hot Water/ Glycol. Overwrap with Alumigard white. Transition to fiberglass, where permissible at least 18 inches above grade.

#### 2.06 JACKETING AND ACCESSORIES

- A. PVC Plastic.
  - 1. Jacket: One piece molded type fitting covers and sheet material, off-white color. EPxosed interior pipiing and all fittings.
    - a. Minimum Service Temperature: 0 degrees F.
    - b. Maximum Service Temperature: 150 degrees F.

- Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
- d. Thickness: 10 mil, 0.010 inch.
- e. Connections: Brush on welding adhesive.
- 2. Covering Adhesive Mastic: Compatible with insulation.
  - a. Compatible with insulation.
- B. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.
  - 1. Alumagard Exterior piping over 1-1/2" closed cell rubber foam.
    - a. Thickness: 0.016 inch sheet.
    - b. Finish: Smooth.
    - c. Joining: Longitudinal slip joints and 2 inch laps.
    - d. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
    - e. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- Test piping for design pressure, liquid tightness, and continuity prior to applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

### 3.02 INSTALLATION

- Install in accordance with manufacturer's instructions.
- B. Match existing insulation thicknesses for all types.
- C. Install in accordance with NAIMA National Insulation Standards.
- D. Exposed Piping: Locate insulation and cover seams in least visible locations.
- E. Insulated Pipes Conveying Fluids Below Ambient Temperature:
  - 1. Insulate entire system, including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- F. Glass Fiber Insulated Pipes Conveying Fluids Below Ambient Temperature:
  - 1. Provide vapor barrier jackets, factory-applied or field-applied; secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
  - 2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- G. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.
- H. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
- I. Glass Fiber Insulated Pipes Conveying Fluids Above Ambient Temperature:
  - Provide standard jackets, with or without vapor barrier, factory-applied, or field-applied.
     Secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive.
     Secure with outward clinch expanding staples.
  - 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
- J. Inserts and Shields:
  - 1. Application: Piping 1-1/2 inches diameter or larger.
  - 2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
  - 3. Insert location: Between support shield and piping and under the finish jacket.
  - 4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
  - 5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.

- K. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 07 8400.
- L. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.
- M. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping. Provide two coats of UV resistant finish for flexible elastomeric cellular insulation without jacketing.

## 3.03 SCHEDULE

- A. All hydronic piping to be insulated in accordance with IECC 2012 and ASHRAE 2010.
- B. Match existing insulation thicknesses for all types.
- C. Insulate hot water and hot water recirculating piping with the following minimum type and thickness of insulaton for circulating mains and runouts:

D.	Pipe Size	100-140 (deg F)	141-200 (deg F)
E.	Up to 1-1/4"	3/4"	1"
F.	1-1/2" to 2"	1"	1-1/2"
G.	2" and up	1-1/2"	2"

H. Insulate chilled cold water piping with the following minimum type and thickness of insulation for circulating mains and runouts:

I. Pipe Size Cold Water

J. Up to 1-1/4" 3/4"

K. 1-1/2" and up 1-1/2"

#### **SECTION 23 0923**

#### **DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC**

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. System description.
- B. Operator interface.

#### 1.02 REFERENCE STANDARDS

- A. ASHRAE Std 135 BACnet A Data Communication Protocol for Building Automation and Control Networks; 2012.
- B. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL (DIR) Online Certifications Directory; current listings at database.ul.com.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for each system component and software module.
- C. Shop Drawings:
  - Indicate trunk cable schematic showing programmable control unit locations, and trunk data conductors.
  - Indicate system graphics indicating monitored systems, data (connected and calculated)
    point addresses, and operator notations. Provide demonstration digital media containing
    graphics.
  - 3. Show system configuration with peripheral devices, batteries, power supplies, diagrams, modems, and interconnections.
  - 4. Indicate description and sequence of operation of operating, user, and application software.
- D. Project Record Documents: Record actual locations of control components, including control units, thermostats, and sensors.
  - Revise shop drawings to reflect actual installation and operating sequences.
- E. Operation and Maintenance Data:
  - 1. Include interconnection wiring diagrams complete field installed systems with identified and numbered, system components and devices.
  - 2. Include keyboard illustrations and step-by-step procedures indexed for each operator function.
  - 3. Include inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
- F. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner s name and registered with manufacturer.
- G. Maintenance Materials:
  - 1. See Section 01 6000 Product Requirements, for additional provisions.

#### 1.04 QUALITY ASSURANCE

- A. Perform work in accordance with NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum 10 years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of the type specified and with minimum 10 years of documented experience.
- Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for purpose specified and indicated.

#### 1.05 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Provide five year manufacturer's warranty for field programmable micro-processor based units.

#### **PART 2 PRODUCTS**

#### 2.01 SYSTEM DESCRIPTION

- A. Automatic temperature control field monitoring and control system using field programmable micro-processor based units.
- B. Base system on distributed system of fully intelligent, stand-alone controllers, operating in a multi-tasking, multi-user environment on token passing network, with central and remote hardware, software, and interconnecting wire and conduit.
- C. Include computer software and hardware, operator input/output devices, control units, local area networks (LAN), sensors, control devices, actuators.
- D. Controls for variable air volume terminals, radiation, reheat coils, unit heaters, fan coils, and the like when directly connected to the control units. Individual terminal unit control is specified in Section 23 0913.
- E. Provide control systems consisting of thermostats, control valves, dampers and operators, indicating devices, interface equipment and other apparatus and accessories required to operate mechanical systems, and to perform functions specified.
- F. Include installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.

#### 2.02 OPERATOR INTERFACE

- A. PC Based Work Station:
  - 1. Resides on high speed network with building controllers.
  - 2. Connected to server for full access to all system information.
- B. Workstation, controllers, and control backbone to communicate using BACnet protocol and addressing.
- C. BACnet protocol to comply with ASHRAE Std 135.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that conditioned power supply is available to the control units and to the operator work station. Verify that field end devices, wiring, and pneumatic tubing is installed prior to installation proceeding.

# 3.02 INSTALLATION

- A. Install control units and other hardware in position on permanent walls where not subject to excessive vibration.
- B. Install software in control units and in operator work station. Implement all features of programs to specified requirements and appropriate to sequence of operation. Refer to Section 23 0993.
- C. Provide conduit and electrical wiring in accordance with Section 26 0583. Electrical material and installation shall be in accordance with appropriate requirements of .

## 3.03 MANUFACTURER'S FIELD SERVICES

- A. Start and commission systems. Allow sufficient time for start-up and commissioning prior to placing control systems in permanent operation.
- B. Provide service engineer to instruct Owner's representative in operation of systems plant and equipment for 1 day period.

- C. Provide basic operator training for 6 persons on data display, alarm and status descriptors, requesting data, execution of commands and request of logs. Include a minimum of 40 hours dedicated instructor time. Provide training on site.
- D. Provide basic operation training to Owner's staff on display, alarm and status descriptors, requesting data, excecution of comands and request of logs. Training to be a minimum of 2 hours. Training shall be on site, witnessed by the Engineer, and a attendance log will be taken and turned over to the Owner and Engineer.

#### 3.04 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate complete and operating system to Owner.

#### 3.05 MAINTENANCE

- A. Provide service and maintenance of energy management and control systems for one years from Date of Substantial Completion.
- B. Provide two complete inspections, one in each season, to inspect, calibrate, and adjust controls as required, and submit written reports.

#### **SECTION 23 0934**

## **VARIABLE-FREQUENCY MOTOR CONTROLLERS**

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Variable-frequency motor controllers for low-voltage (600 V and less) AC motor applications.
- B. Overcurrent protective devices for motor controllers, including overload relays.

#### 1.02 REFERENCE STANDARDS

- A. IEC 60529 Degrees of Protection Provided by Enclosures (IP Code); 2013-08, with 2015 Corrigendum.
- B. IEEE C57.13 IEEE Standard Requirements for Instrument Transformers; 2016.
- C. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NEMA ICS 2 Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2000 (R2005), with errata, 2008.
- E. NEMA ICS 5 Industrial Control and Systems: Control Circuit and Pilot Devices; 2000 (R2010).
- F. NEMA ICS 6 Industrial Control and Systems: Enclosures; 1993 (R2011).
- G. NEMA ICS 7 Industrial Control and Systems: Adjustable-Speed Drives; 2020.
- H. NEMA ICS 7.1 Safety Standards for Construction and Guide for Selection, Installation, and Operation of Adjustable-Speed Drive Systems; 2022.
- NEMA ICS 7.2 Application Guide for AC Adjustable Speed Drive Systems; 2021.
- J. NEMA ICS 61800-2 Adjustable Speed Electrical Power Drive Systems, Part 2: General Requirements-Rating Specifications for Low Voltage Adjustable Frequency AC Power Drive Systems; 2005.
- K. NEMA KS 1 Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); 2013.
- L. NEMA MG 1 Motors and Generators; 2014.
- M. NETA ATS Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- N. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- O. UL 98 Enclosed and Dead-Front Switches; Current Edition, Including All Revisions.
- P. UL 489 Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.
- Q. UL 508A Industrial Control Panels; Current Edition, Including All Revisions.
- R. UL 61800-5-1 Standard for Adjustable Speed Electrical Power Drive Systems Part 5-1: Safety Requirements – Electrical, Thermal, and Energy (Ed. 2); Current Edition, Including All Revisions.

#### 1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - Coordinate work to provide motor controllers suitable for use with actual motors to be installed.
  - 2. Coordinate work to provide controllers and associated wiring suitable for interface with control devices to be installed.
  - 3. Coordinate arrangement with dimensions and clearance requirements of actual equipment to be installed.
  - 4. Verify with manufacturer that conductor terminations are suitable for use with conductors to be installed.
  - 5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

## 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for motor controllers, enclosures, overcurrent protective devices, and other installed components and accessories.
- C. Shop Drawings: Indicate dimensions, voltage, controller sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- E. Operation and Maintenance Data: Include detailed information on system operation, equipment programming and setup, replacement parts, and recommended maintenance procedures and intervals.
  - Include contact information for entity providing contract maintenance and trouble call-back service.
- F. Executed Warranty: Submit documentation of final executed warranty completed in Owner's name and registered with manufacturer.

## 1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Maintain copy of each referenced document that prescribes execution requirements at project site.
- C. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum ten years documented experience.
  - 1. Authorized service facilities located within 100 miles of project site.
- D. Installer Qualifications: Company with minimum three years documented experience with variable-frequency motor control systems of similar size, type, and complexity; manufacturer's authorized installer.
- E. Maintenance Contractor Qualifications: Same entity as installer or different entity with specified qualifications.
  - 1. Contract maintenance office located within 100 miles of project site.
- F. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

## 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in clean, dry space. Maintain factory wrapping or provide additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to internal components, enclosure, and finish.

## 1.07 FIELD CONDITIONS

A. Maintain field conditions within required service conditions during and after installation.

## 1.08 WARRANTY

A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

## **PART 2 PRODUCTS**

#### 2.01 MANUFACTURERS

- A. ABB: www.abb.com/#sle.
- B. Substitutions: See Section 01 6000 Product Requirements.
- C. Source Limitations: Furnish variable-frequency motor controllers and associated components produced by a single manufacturer and obtained from a single supplier.

#### 2.02 VARIABLE-FREQUENCY MOTOR CONTROLLERS

- A. Provide variable-frequency motor control system consisting of required controller assemblies, operator interfaces, control power transformers, instrumentation and control wiring, sensors, accessories, system programming, etc. as necessary for complete operating system.
- B. Provide products listed, classified, and labeled as suitable for purpose intended.
- C. Variable-Frequency Motor Controller:
  - 1. As scheduled
  - 2. Configuration: Packaged controller, nonbypass.
  - 3. Rectifier/Converter: Diode-based, 18-pulse type.
  - 4. Control Method: Vector; closed-loop, with feedback.
  - 5. Filtering: Provide input/line reactor and output/load reactor.
  - 6. Features:
    - a. PID control.
    - b. Safety interlock.
    - c. BACNET Module.
    - d. Face moujnted control module one per drive
- D. Controller Assemblies: Comply with NEMA ICS 7, NEMA ICS 7.1, and NEMA ICS 61800-2; list and label as complying with UL 61800-5-1 or UL 508A as applicable.
- E. Provide controllers selected for actual installed motors and coupled mechanical loads in accordance with NEMA ICS 7.2, NEMA MG 1 Part 30, and recommendations of manufacturers of both controller and load, where not in conflict with specified requirements; considerations include, but are not limited to:
  - 1. Motor type (e.g., induction, reluctance, and permanent magnet); consider NEMA MG 1 design letter or inverter duty rating for induction motors.
  - 2. Motor load type (e.g., constant torque, variable torque, and constant horsepower); consider duty cycle, impact loads, and high inertia loads.
  - 3. Motor nameplate data.
  - 4. Requirements for speed control range, speed regulation, and braking.
  - 5. Motor suitability for bypass starting method, where applicable.
- F. Devices on Load Side of Controller: Suitable for application across full controller output frequency range.
- G. Operating Requirements:
  - 1. Input Voltage Tolerance: Plus/minus 10 percent of nominal.
  - 2. Input Frequency Tolerance: Plus/minus 5 percent of nominal.
  - 3. Efficiency: Minimum of 96 percent at full speed and load.
  - 4. Input Displacement Power Factor: Minimum of 0.96 throughout speed and load range.
  - 5. Overload Rating:
    - a. Variable Torque Loads: Minimum of 110 percent of nominal for 60 seconds.
    - b. Constant Torque Loads: Minimum of 150 percent of nominal for 60 seconds.
- H. Power Conversion System: Microprocessor-based, pulse width modulation type consisting of rectifier/converter, DC bus/link, and inverter.
  - 1. Rectifier/Converter: Diode-based, 18-pulse type unless otherwise indicated.
- I. Control System:
  - 1. Provide microprocessor-based control system for automatic control, monitoring, and protection of motors. Include sensors, wiring, and connections necessary for functions and status/alarm indications specified.
  - 2. Provide integral operator interface for controller programming, display of status/alarm indications, fault reset, and local control functions including motor run/stop, motor forward/reverse selection, motor speed increase/decrease, and local/remote control selection.
  - 3. Control Functions:

- Control Method: Selectable vector and scalar/volts per hertz unless otherwise indicated.
  - 1) Scalar/Volts per Hertz Control: Provide IR compensation for improved low-speed torque.
  - 2) Vector Control: Provide selectable autotuning function.
- b. Adjustable acceleration and deceleration time; linear and S-curve ramps; selectable coast to stop.
- c. Selectable braking control; DC injection or flux braking.
- d. Adjustable minimum/maximum speed limits.
- e. Adjustable pulse width modulation switching carrier frequency.
- f. Adjustable motor slip compensation.
- g. Selectable autorestart after noncritical fault; programmable number of time delay between restart attempts.
- h. PID Control: Provide integral PID controller employing feedback for closed-loop control.
- i. Selectable frequency-skipping; minimum of three independently adjustable bands.
- j. Automatic catching of rotating motor.
- k. Safety Interlock: Provide permissive run safety interlock capability where indicated or required; upon activation of designated input, stop and prevent operation of motor; operational in both drive and bypass modes where applicable.
- 4. Status Indications:
  - a. Motor run/stop status.
  - b. Motor forward/reverse status.
  - c. Local/remote control status.
  - d. Output voltage.
  - e. Output current.
  - f. Output frequency.
  - g. DC bus voltage.
  - h. Motor speed.
  - i. Speed reference.
  - j. Energy.
  - k. Elapsed run time.
  - I. Controller temperature.
  - m. Discrete input/output status.
- 5. Protective Functions/Alarm Indications:
  - a. Overcurrent.
  - b. Motor overload.
  - c. Undervoltage.
  - d. Overvoltage.
  - e. Controller overtemperature.
  - f. Input/output phase loss.
  - g. Output short circuit protection.
  - h. Output ground fault protection.
- 6. Inputs:
  - a. Digital Input(s): Three.
  - b. Analog Input(s): Two.
- 7. Outputs:
  - a. Analog Output(s): One.
  - b. Relay Output(s): Two.
- 8. Communications: Compatible with connected systems. Provide accessories necessary for proper interface.
  - a. Serial Communications: RS-485; support for BACnet MS/TP protocol.
  - b. Ethernet Communications: Support for BACnet IP protocol.
  - c. Remote Monitoring Capabilities:

- 1) Motor run/stop status.
- 2) Hand-off-auto status.
- 3) Fault information.
- 4) Discrete input/output status.
- 5) Analog input/output values.
- d. Remote Control Capabilities:
  - 1) Motor run/stop command.
  - 2) Hand-off-auto selection.
  - 3) Speed adjustment.
  - 4) Fault reset.
- 9. Features:
  - a. Password-protected security access.
  - b. Event log.
- J. Power Conditioning/Filtering:
  - 1. Provide DC link choke or input/line reactor for each controller unless otherwise indicated or required.
  - 2. Provide input surge protection.
  - Provide:
    - a. Input/line reactor.
    - b. Output/load reactor.
  - 4. Reactor Impedance: 3 percent, unless otherwise indicated or required.
- K. Packaged Controllers: Controllers factory-mounted in separate enclosure with externally operable disconnect and specified accessories.
  - 1. Disconnects: Circuit breaker or disconnect switch type.
    - a. Disconnect Switches: Fusible type or nonfusible type with separate input fuses.
    - b. Provide externally operable handle with means for locking in OFF position. Provide safety interlock to prevent opening cover with disconnect in ON position with capability of overriding interlock for testing purposes.
    - Provide auxiliary interlock for disconnection of external control power sources where applicable.
  - 2. Provide door-mounted remote operator interface.
  - 3. Pilot Devices Required:
    - Furnish local pilot devices for each unit as specified below unless otherwise indicated on drawings, except where equivalent function is provided by remote operator interface.
    - b. Packaged Controllers with Bypass:
      - 1) Bypass Mode Selector Switch: DRIVE/OFF/BYPASS.
      - 2) Motor Control Selector Switch: HAND/OFF/AUTO.
      - 3) Indicating Lights: For drive/bypass mode status, drive/bypass run status, and drive/bypass fault status.
- L. Service Conditions:
  - 1. Provide controllers and associated components suitable for operation under following service conditions without derating:
    - a. Altitude: Less than 3.300 feet.
    - b. Ambient Temperature: Between 32 degrees F and 104 degrees F.
  - 2. Provide controllers and associated components suitable for operation at indicated ratings under service conditions at installed location.
- M. Short Circuit Current Rating:
  - 1. Provide controllers with listed short circuit current rating equal to or greater than the rating of the feeder breaker.
  - 2. Provide line/input reactors where specified by manufacturer for required short circuit current rating.
- N. Conductor Terminations: Suitable for use with conductors to be installed.

#### O. Enclosures:

- 1. Comply with NEMA ICS 6.
- 2. NEMA 250 Environment Type or Equivalent IEC 60529 Rating: Unless otherwise indicated, as specified for following installation locations:
  - a. Indoor Clean, Dry Locations: Type 1 or Type 12.
  - b. Outdoor Locations: Type 3R or Type 4.
- 3. Finish: Manufacturer's standard unless otherwise indicated.
- 4. Cooling: Forced air or natural convection as determined by manufacturer.

#### P. Instrument Transformers:

- 1. Comply with IEEE C57.13.
- 2. Select suitable ratio, burden, and accuracy as required for connected devices.
- 3. Current Transformers: Connect secondaries to shorting terminal blocks.
- 4. Potential Transformers: Include primary and secondary fuses with disconnecting means.

#### Q. Interface with Other Work:

- 1. Provide products compatible with other systems requiring interface with controllers.
- 2. Interface with building automation system.
  - a. Capable of remote monitoring and control of controllers.

#### R. Products:

- ABB; ACH580: www.abb.com/#sle.
- 2. Substitutions: See Section 01 6000 Product Requirements.

#### 2.03 OVERCURRENT PROTECTIVE DEVICES

#### A. Overload Relays:

- Provide overload relays and, where applicable, associated current elements/heaters selected for actual installed motor nameplate data, in accordance with manufacturer's recommendations and NFPA 70; include consideration for motor service factor and ambient temperature correction, where applicable.
- 2. Comply with NEMA ICS 2.
- 3. Inverse-Time Trip Class Rating: Class 20 unless otherwise indicated or required.
- 4. Trip-free operation.
- 5. Visible trip indication.
- 6. Resettable:
  - a. Employ manual reset unless otherwise indicated.
  - b. Do not employ automatic reset with two-wire control.
- 7. Solid State Overload Relays:
  - a. Adjustable full load current.
  - b. Phase loss protection.
  - c. Phase imbalance protection.
  - d. Ambient temperature insensitive.
  - e. Thermal memory.
  - f. Trip test function.
  - g. Provide isolated alarm contact.

#### B. Fusible Disconnect Switches:

- 1. Description: Quick-make, quick-break, dead-front fusible switch units complying with NEMA KS 1, and listed and labeled as complying with UL 98; ratings, configurations, and features as indicated or as required.
- 2. Fuse Clips: As required to accept indicated fuses.
- 3. Provide externally operable handle with means for locking in OFF position. Provide means for locking switch cover in closed position. Provide safety interlock to prevent opening of cover with switch in ON position with capability of overriding interlock for testing purposes.

#### C. Circuit Breakers:

1. Motor Circuit Protectors:

- a. Description: Instantaneous-trip circuit breakers furnished with magnetic instantaneous tripping elements for short circuit protection, but not with thermal inverse time tripping elements for overload protection; UL 489 recognized only for use as part of listed combination motor controller with overload protection; ratings, configurations, and features as indicated or as required.
- b. Provide field-adjustable magnetic instantaneous trip setting.

#### 2. Molded Case Circuit Breakers:

- a. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers; listed and labeled as complying with UL 489; ratings, configurations, and features as indicated or as required.
- b. Interrupting Capacity:
  - Provide circuit breakers with interrupting capacity as required to provide short circuit current rating indicated, but not less than specified minimum requirements.
  - 2) Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than short circuit current rating indicated.

#### 2.04 ACCESSORIES

- A. Auxiliary Contacts:
  - 1. Comply with NEMA ICS 5.
  - 2. Provide number and type of contacts indicated or required to perform necessary functions, including holding (seal-in) circuit and interlocking, plus one normally open (NO) and one normally closed (NC) spare contact for each bypass motor starter, minimum.

#### B. Pilot Devices:

- 1. Comply with NEMA ICS 5; heavy-duty type.
- 2. Pushbuttons: Unless otherwise indicated, provide momentary, nonilluminated type with flush button operator; normally open or normally closed as indicated or as required.
- 3. Selector Switches: Unless otherwise indicated, provide maintained, nonilluminated type with knob operator; number of switch positions as indicated or as required.
- 4. Indicating Lights: Push-to-test type unless otherwise indicated.
- 5. Provide LED lamp source for indicating lights and illuminated devices.
- C. Control and Timing Relays:
  - 1. Comply with NEMA ICS 5.
  - 2. Provide number and type of relays indicated or required to perform necessary functions.
- D. Control Power Transformers:
  - 1. Size to accommodate burden of contactor coil(s) and connected auxiliary devices, plus 150% VA spare capacity.
  - 2. Include primary and secondary fuses.
- E. Control Terminal Blocks: Include 25 percent spare terminals.

#### 2.05 SOURCE QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements, for additional requirements.
- B. Factory test controllers in accordance with NEMA ICS 61800-2.

## **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that ratings of controllers are consistent with indicated requirements.
- C. Verify that mounting surfaces are ready to accept controllers.
- D. Verify that conditions are satisfactory for installation prior to starting work.

## 3.02 INSTALLATION

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

- B. Install in accordance with NEMA ICS 7.1 and manufacturer's instructions.
- Do not exceed manufacturer's recommended maximum cable length between controller and motor.
- Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required support and attachment in accordance with Section 23 0529.
- F. Install controllers plumb and level.
- G. Provide grounding and bonding in accordance with Section 26 0526.
- H. Install field-installed devices, components, and accessories.
- I. Provide fuses complying with Section 26 2813 for fusible switches as indicated.
- J. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.
- K. Set field-adjustable settings of controllers and associated components according to installed motor requirements, in accordance with recommendations of manufacturers of controller and load.

#### 3.03 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.17. Insulation-resistance test on control wiring listed as optional is not required.
- C. Fusible Switches: Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
- D. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for circuit breakers larger than \_\_\_\_\_ amperes. Tests listed as optional are not required.
- E. Test for proper interface with other systems.
- F. Correct deficiencies and replace damaged or defective controllers or associated components.

#### 3.04 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

## 3.05 CLEANING

- A. Clean dirt and debris from controller enclosures and components according to manufacturer's instructions
- B. Repair scratched or marred exterior surfaces to match original factory finish.

#### 3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 Closeout Submittals, for closeout submittals.
- B. See Section 01 7900 Demonstration and Training, for additional requirements.
- C. Demonstration: Demonstrate proper operation of controllers to Owner, and correct deficiencies or make adjustments as directed.
- D. Training: Train Owner's personnel on operation, adjustment, and maintenance of controllers and associated devices.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.

#### 3.07 PROTECTION

A. Protect installed controllers from subsequent construction operations.

## **SECTION 23 0993**

## SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

# **PART 1 GENERAL**

#### 1.01 RELATED REQUIREMENTS

- A. Section 23 0923 Direct-Digital Control System for HVAC.
- B. Section 23 0913 Instrumentation and Control Devices for HVAC.

## 1.02 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Sequence of Operation Documentation: Submit written sequence of operation for entire HVAC system and each piece of equipment.
  - 1. Preface: 1 or 2 paragraph overview narrative of the system describing its purpose, components and function.
  - 2. State each sequence in small segments and give each segment a unique number for referencing in Functional Test procedures; provide a complete description regardless of the completeness and clarity of the sequences specified in Contract Documents.
  - 3. Include at least the following sequences:
    - a. Start-up.
    - b. Warm-up mode.
    - c. Normal operating mode.
    - d. Unoccupied mode.
    - e. Shutdown.
    - f. Temperature and pressure control, such as setbacks, setups, resets, etc.
    - Detailed sequences for all control strategies, such as economizer control, optimum start/stop, staging, optimization, demand limiting, etc.
  - 4. Include initial and recommended values for all adjustable settings, setpoints and parameters that are typically set or adjusted by operating staff; and any other control settings or fixed values, delays, etc. that will be useful during testing and operating the equipment.
  - 5. For packaged controlled equipment, include manufacturer's furnished sequence of operation amplified as required to describe the relationship between the packaged controls and the control system, indicating which points are adjustable control points and which points are only monitored.
- C. Control System Diagrams: Submit graphic schematic of the control system showing each control component and each component controlled, monitored, or enabled.
  - 1. Label with settings, adjustable range of control and limits.
  - 2. Include flow diagrams for each control system, graphically depicting control logic.
  - 3. Include the system and component layout of all equipment that the control system monitors, enables or controls, even if the equipment is primarily controlled by packaged or integral controls.
  - 4. Include draft copies of graphic displays indicating mechanical system components, control system components, and controlled function status and value.
  - 5. Include all monitoring, control and virtual points specified in elsewhere.
  - 6. Include a key to all abbreviations.
- D. Points List: Submit list of all control points indicating at least the following for each point.
  - 1. Name of controlled system.
  - 2. Point abbreviation.
  - 3. Point description; such as dry bulb temperature, airflow, etc.
  - 4. Display unit.
  - 5. Control point or setpoint (Yes / No); i.e. a point that controls equipment and can have its setpoint changed.
  - 6. Monitoring point (Yes / No); i.e. a point that does not control or contribute to the control of equipment but is used for operation, maintenance, or performance verification.

- 7. Intermediate point (Yes / No); i.e. a point whose value is used to make a calculation which then controls equipment, such as space temperatures that are averaged to a virtual point to control reset.
- 8. Calculated point (Yes / No); i.e. a "virtual" point generated from calculations of other point values.
- E. Project Record Documents: Record actual locations of components and setpoints of controls, including changes to sequences made after submission of shop drawings.

PART 2 PRODUCTS - NOT USED PART 3 EXECUTION

3.01 SEE ATTACHED SEQUENCE OF OPERATION FOLLOWING THIS SECTION.

END OF SECTION

## **SECTION 23 0993**

## SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

# **PART 1 GENERAL**

#### 1.01 RELATED REQUIREMENTS

- A. Section 23 0923 Direct-Digital Control System for HVAC.
- B. Section 23 0913 Instrumentation and Control Devices for HVAC.

## 1.02 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Sequence of Operation Documentation: Submit written sequence of operation for entire HVAC system and each piece of equipment.
  - 1. Preface: 1 or 2 paragraph overview narrative of the system describing its purpose, components and function.
  - 2. State each sequence in small segments and give each segment a unique number for referencing in Functional Test procedures; provide a complete description regardless of the completeness and clarity of the sequences specified in Contract Documents.
  - 3. Include at least the following sequences:
    - a. Start-up.
    - b. Warm-up mode.
    - c. Normal operating mode.
    - d. Unoccupied mode.
    - e. Shutdown.
    - f. Temperature and pressure control, such as setbacks, setups, resets, etc.
    - Detailed sequences for all control strategies, such as economizer control, optimum start/stop, staging, optimization, demand limiting, etc.
  - 4. Include initial and recommended values for all adjustable settings, setpoints and parameters that are typically set or adjusted by operating staff; and any other control settings or fixed values, delays, etc. that will be useful during testing and operating the equipment.
  - 5. For packaged controlled equipment, include manufacturer's furnished sequence of operation amplified as required to describe the relationship between the packaged controls and the control system, indicating which points are adjustable control points and which points are only monitored.
- C. Control System Diagrams: Submit graphic schematic of the control system showing each control component and each component controlled, monitored, or enabled.
  - 1. Label with settings, adjustable range of control and limits.
  - 2. Include flow diagrams for each control system, graphically depicting control logic.
  - 3. Include the system and component layout of all equipment that the control system monitors, enables or controls, even if the equipment is primarily controlled by packaged or integral controls.
  - 4. Include draft copies of graphic displays indicating mechanical system components, control system components, and controlled function status and value.
  - 5. Include all monitoring, control and virtual points specified in elsewhere.
  - 6. Include a key to all abbreviations.
- D. Points List: Submit list of all control points indicating at least the following for each point.
  - 1. Name of controlled system.
  - 2. Point abbreviation.
  - 3. Point description; such as dry bulb temperature, airflow, etc.
  - 4. Display unit.
  - 5. Control point or setpoint (Yes / No); i.e. a point that controls equipment and can have its setpoint changed.
  - 6. Monitoring point (Yes / No); i.e. a point that does not control or contribute to the control of equipment but is used for operation, maintenance, or performance verification.

- 7. Intermediate point (Yes / No); i.e. a point whose value is used to make a calculation which then controls equipment, such as space temperatures that are averaged to a virtual point to control reset.
- 8. Calculated point (Yes / No); i.e. a "virtual" point generated from calculations of other point values.
- E. Project Record Documents: Record actual locations of components and setpoints of controls, including changes to sequences made after submission of shop drawings.

PART 2 PRODUCTS - NOT USED PART 3 EXECUTION

3.01 SEE ATTACHED SEQUENCE OF OPERATION FOLLOWING THIS SECTION.

END OF SECTION

# SECTION 23 2114 HYDRONIC SPECIALTIES

## **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Strainers.
- B. Combination pump discharge valves.

#### 1.02 REFERENCE STANDARDS

A. ASME BPVC-VIII-1 - Boiler and Pressure Vessel Code, Section VIII, Division 1 - Rules for Construction of Pressure Vessels; 2015.

#### 1.03 ADMINISTRATIVE REQUIREMENTS

A. Sequencing: Ensure that utility connections are achieved in an orderly and expeditious manner.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product data for manufactured products and assemblies required for this project. Include component sizes, rough-in requirements, service sizes, and finishes. Include product description and model.
- C. Project Record Documents: Record actual locations of flow controls.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 Product Requirements, for additional provisions.
  - 2. Extra Glycol Solution: One container, 1 gallon size.

## 1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

# 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- C. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

# **PART 2 PRODUCTS**

# 2.01 STRAINERS

- A. Manufacturers:
  - 1. TACO.
  - 2. Substitutions: See Section 01 6000 Product Requirements.
- B Size 2 inch and Under:
  - 1. Screwed brass or iron body for 175 psi working pressure, Y pattern with 1/32 inch stainless steel perforated screen.
- C. Size 2-1/2 inch to 4 inch:
  - 1. Provide flanged or grooved iron body for 175 psi working pressure, Y pattern with 1/16 inch, or 3/64 inch stainless steel perforated screen.
- D. Size 5 inch and Larger:
  - 1. Provide flanged or grooved iron body for 175 psi working pressure, basket pattern with 1/8 inch stainless steel perforated screen.

#### 2.02 PUMP CONNECTORS

- A. Manufacturers:
  - 1. The Metraflex Company; Vane Flex: www.metraflex.com/#sle.

- 2. Substitutions: See Section 01 6000 Product Requirements.
- B. Flexible Connectors: Flanged, braided type with wetted components of stainless steel, sized to match piping.
  - 1. Maximum Allowable Working Pressure: 150 psig at 120 degrees F.
  - 2. Accommodate the Following:
    - a. Axial Deflection in Compression and Expansion: inch.
    - b. Lateral Movement: \_\_\_\_ inch.
    - c. Angular Rotation: 15 degrees.
    - d. Force developed by 1.5 times specified maximum allowable operating pressure.
  - 3. End Connections: Same as specified for pipe jointing.
  - 4. Provide pump connector with integral vanes to reduce turbulent flow.
  - 5. Provide necessary accessories including, but not limited to, swivel joints.

#### 2.03 COMBINATION PUMP DISCHARGE VALVES

- A. Manufacturers:
  - 1. Taco, Inc: www.taco-hvac.com/#sle.
  - 2. Substitutions: See Section 01 6000 Product Requirements.
- B. Class 125:
  - 1. Maximum Service Operation: 175 psi at 125 degrees F.
- C. Triple-Duty Globe Type: Grooved cast-iron angle pattern body with bolt-on bonnet, position indicator, non-slam check valve with spring-loaded bronze disc and seat, stainless steel stem, metering connectors, flow shutoff mechanism, and adjustable flow handle.

## **PART 3 EXECUTION**

## 3.01 INSTALLATION

- A. Install specialties in accordance with manufacturer's instructions.
- B. Provide manual air vents at system high points and as indicated.
- C. For automatic air vents in ceiling spaces or other concealed locations, provide vent tubing to nearest drain.
- D. Install tee prior to inlet on automatic air vents. Provide pipe and manual air vent in parallel with automatic air vent.
- E. Provide air separator on suction side of system circulation pump and connect to expansion tank.
- F. Provide valved drain and hose connection on strainer blowdown connection.
- G. Provide pump suction fitting on suction side of base-mounted centrifugal pumps where indicated. Remove temporary strainers after cleaning systems.
- H. Provide combination pump discharge valve on discharge side of base mounted centrifugal pumps where indicated.
- I. Support pump fittings with floor-mounted pipe and flange supports.
- J. Provide relief valves on pressure tanks, low-pressure side of reducing valves, heat exchangers, and expansion tanks.
- K. Select system relief valve capacity so that it is greater than make-up capacity. Select equipment relief valve capacity to exceed rating of connected equipment.
- L. Pipe relief valve outlet to nearest floor drain.
- M. Clean and flush glycol system before adding glycol solution. Refer to Section 23 2500.
- N. Feed glycol solution to system through make-up line with pressure regulator, venting system high points.
- O. Perform tests determining strength of glycol and water solution and submit written test results.

# 3.02 MAINTENANCE

- See Section 01 7000 Execution Requirements, for additional requirements relating to maintenance service.
- B. Provide service and maintenance of glycol system for one year from date of Substantial Completion at no extra charge to Owner.
- C. Perform monthly visits to make glycol fluid concentration analysis on site with refractive index measurement instrument. Report findings in detail in writing, including analysis and amounts of glycol or water added.
- D. Provide at least one full factory premixed, sealed, 55 gallon barrel each of both heating and cooling glycol.
- E. Provide a 3 year supply of inhibitors in the 11th month of the warranty period.
- F. Explain corrective actions to Owner's maintenance personnel in person.

# SECTION 23 2123 HYDRONIC PUMPS

## **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. System lubricated circulators.
- B. End-suction pumps.

#### 1.02 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide certified pump curves showing performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Include electrical characteristics and connection requirements.
- C. Operation and Maintenance Data: Include installation instructions, assembly views, lubrication instructions, and replacement parts list.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 Product Requirements, for additional provisions.

#### 1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacture, assembly, and field performance of pumps, with minimum three years of documented experience.

#### **PART 2 PRODUCTS**

#### 2.01 MANUFACTURERS

- A. Taco: www.tacohvac.com.
- B. Substitutions: See Section 01 6000 Product Requirements.

#### 2.02 HVAC PUMPS - GENERAL

- A. Provide pumps that operate at specified system fluid temperatures without vapor binding and cavitation, are non-overloading in parallel or individual operation, and operate within 25 percent of midpoint of published maximum efficiency curve.
- B. Minimum Quality Standard: UL 778.
- C. Products Requiring Electrical Connection: Listed and classified by UL or testing agency acceptable to Authority Having Jurisdiction as suitable for the purpose specified and indicated.
- D. Provide all pumps with factory mounted AEGIS rings.

# 2.03 SYSTEM LUBRICATED CIRCULATORS

- A. Type: Horizontal shaft, single stage, direct connected with multiple speed wet rotor motor for in-line mounting, for 140 psi maximum working pressure, 230 degrees F maximum water temperature.
- B. Casing: Bronze with flanged pump connections.
- C. Impeller, Shaft, Rotor: Stainless Steel.
- D. Bearings: Metal Impregnated carbon (graphite) and ceramic.
- E. Motor: Impedance protected, single speed. TEFC
- F. Performance:
  - 1. As scheduled
- G. Electrical Characteristics:
  - 1. As scheduled

# 2.04 END-SUCTION PUMPS

A. Split-Coupled Pump: Base-mounted, single-stage pump with horizontal shaft and radially- or horizontally-split casing rated for discharge pressures up to 175 psi.

- B. Casing: Cast iron or ductile iron with renewable bronze casing wearing rings, seal flush connection, drain plug, flanged suction, and discharge flanged connections with gauge ports.
- C. Impeller: Stainless steel, balanced, fully enclosed, keyed to shaft.
- D. Bearings: Oil lubricated roller or ball bearings.
- E. Shaft: Alloy steel with copper, bronze, or stainless steel shaft sleeve.
- F. Drive: Flexible coupling with coupling guard.
- G. Baseplate: Cast iron or fabricated steel with integral drain rim.
- H. Electrical:
  - 1. Motor: 1,750 rpm, total-enclosed, fan-cooled (TEFC); see Section 23 0513.
  - 2. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70.

# **PART 3 EXECUTION**

#### 3.01 PREPARATION

A. Verify that electric power is available and of the correct characteristics.

#### 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide access space around pumps for service. Provide no less than minimum space recommended by manufacturer.
- C. Decrease from line size with long radius reducing elbows or reducers. Support piping adjacent to pump such that no weight is carried on pump casings. For close-coupled or base-mounted pumps, provide supports under elbows on pump suction and discharge line sizes 4 inches and over. Refer to Section 22 0548.
- D. Provide line sized shut-off valve and strainer on pump suction, and line sized soft seat check valve and balancing valve on pump discharge.
- E. Lubricate pumps before start-up.
- F. Provide side-stream filtration system for closed loop systems. Install across pump with flow from pump discharge to pump suction from pump tappings.
  - 1. TACO X-Pot, Compact
- G. Controls Human-Machine Interface (HMI): HVAC operator terminal; see Section 25 3500.

# SECTION 23 6426 ROTARY-SCREW WATER CHILLERS

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. Air-cooled rotary-screw chiller.

#### 1.02 REFERENCE STANDARDS

- A. AHRI 550/590 (I-P) Performance Rating of Water-chilling and Heat Pump Water-heating Packages Using the Vapor Compression Cycle; 2020.
- B. ASHRAE Std 15 Safety Standard for Refrigeration Systems; 2019, with All Amendments and Errata.
- C. ASHRAE Std 90.1 Energy Standard for Buildings Except Low-Rise Residential Buildings; 2013, Including All Addenda.
- D. ASHRAE Std 135 BACnet A Data Communication Protocol for Building Automation and Control Networks; 2012.
- E. ASME BPVC-VIII-1 Boiler and Pressure Vessel Code, Section VIII, Division 1 Rules for Construction of Pressure Vessels; 2015.
- F. ASTM B117 Standard Practice for Operating Salt Spray (Fog) Apparatus; 2011.
- G. IEEE 519 IEEE Standard for Harmonic Control in Electric Power Systems; 2022.
- H. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- NEMA MG 1 Motors and Generators; 2014.
- J. UL 984 Hermetic Refrigerant Motor-Compressors; Current Edition, Including All Revisions.
- K. UL 1995 Heating and Cooling Equipment; Current Edition, Including All Revisions.

#### 1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate physical size, weight and location of major pieces of equipment to be installed. Notify Architect of any major deviations from the equipment originally specified prior to ordering equipment.

## 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide rated capacities, weights, specialties and accessories, electrical requirements and wiring diagrams.
- C. Shop Drawings: Indicate components, assembly, dimensions, weights and loadings, required clearances, and location and size of field connections. Indicate equipment, piping and connections, valves, strainers, and thermostatic valves required for complete system.
- D. Manufacturer's Certificate: Certify that components furnished but not produced by manufacturer meet or exceed manufacturer's requirements.
- E. Manufacturer's Performance Data: Indicate energy input versus cooling load output from 0 to 100 percent of full load at specified and minimum condenser water temperature for water-cooled chillers and at specified and minimum outdoor air temperature for air-cooled chillers.
- F. Operation and Maintenance Data: Include start-up instructions, maintenance data, parts lists, controls, and accessories; include trouble-shooting guide.
- G. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 Product Requirements for additional provisions.

## 1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years of documented experience.
- B. When required, provide certification of inspection in compliance with the requirements of Authority Having Jurisdiction.

# 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's written installation instructions for rigging, unloading, and transporting units.
- Deliver units to the job site completely assembled and charged with refrigerant and oil by manufacturer.

## 1.07 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Manufacturer's Warranty: Provide minimum five year warranty to include coverage for materials and labor for compressor and complete assembly.

## **PART 2 PRODUCTS**

## 2.01 MANUFACTURERS

- A. Carrier Corporation: www.carrier.com/#sle.
- B. Substitutions: See Section 01 6000 Product Requirements.
  - 1. The chilled water system has been designed based on specific capacities and characteristics of the equipment specified in this and other sections.
  - 2. When substitution of a different manufacturer or model number is desired, submit sufficient information to demonstrate to Architect that the substitution will have the same or better performance as that specified AND that the related equipment in the system will perform acceptably with the substitution.
  - 3. The chiller location is very limited in terms of footprint, code clearance, service clearance, air clearances, and coil pull. In general, the new chiller must "fit" on the existing pad with only minor modification. All the applicable code clearances, and manufacturers published clearances, must be fully adhered to for a substitution to be considered; no manufacturer's waivers of the published clearances will be considered. Rejection of a substitution request for non compliance to such conditions will not be reconsidered. The chiller performance is based on the chiller being placed in the architectural chiller surround with two louver as indicated on the General project sheets and the gate considered as solid wall, and the performance must be demonstrated by a detailed computer model incorporating the surround. The design basis performance and efficiency must be met or exceeded by the substitution unit, to the satisfaction of the Engineer. Any alterations to the equipment pad due to the substitutions will be part of the project cost and not subject to requests for change orders.
  - 4. If the related equipment must be modified to perform acceptably with the substitute, the entity proposing the substitution is responsible for all additional costs due to re-design and provision of different related equipment.
  - 5. A substitution request must be acceted by addendum to be approved for use. The act of submitting a request does not imply aceptance.

# 2.02 S ROTARY-SCREW WATER CHILLER PERFORMANCE REQUIREMENTS

- A. Packaged Air-Cooled Chiller, CH-1:
  - 1. Refrigeration Capacity: 200 Ton of refrigeration.
  - 2. Refrigerant: R-513A, use only refrigerants that have ozone depletion potential (ODP) of zero and global warming potential (GWP) of less than 50.
  - 3. Evaporator:
    - a. Evaporator Water Flow: As Scheduled.
    - b. Leaving Chilled Water Temperature: 55 degrees F.

- c. Entering Chilled Water Temperature: 45 degrees F.
- d. Fouling Factor: 0.00010 sq ft-hr-degrees F/Btu.
- e. Glycol Type: Propylene Glycol at 30% concentration.
- Performance Criteria:
  - a. Cooling Capacity: No less than 172.7 tons w/ 30% PG
  - b. Energy Efficiency: No less than 9.414 BTU/Wh
  - c. Minimum outdoor operating temp: -20F
  - d. Minimum operating capcity: 18%
  - e. IPLV: 18.97 BTU/Wh maximum (see attached information)
  - f. A weighted sound pressure: meet or exceed the performace of attached.
  - g. A weighted sound power levels: meet or exceed the performance of attached.
- 5. Design Basis: see the design basis chiller information following this section.
- 6. Air-Cooled Condenser:
  - a. Outdoor Ambient Temperature at Rated Capacity: 95 degrees F.
  - b. Condenser Fan Air Flow: As scheduled, variable speed operation.

# 2.03 AIR-COOLED, ROTARY-SCREW, WATER CHILLER CONSTRUCTION REQUIREMENTS

- A. Factory assembled and tested chiller consisting of compressor(s), compressor motor(s), motor starter(s) or variable frequency drives as indicated, evaporator, condenser, enclosure, refrigeration circuits(s) and specialties, interconnecting piping, microprocessor-based controls, readouts, and diagnostics.
  - 1. Rating: AHRI 550/590 (I-P).
  - 2. Safety: ASHRAE Std 15 and UL 1995.
  - 3. Construction and Testing: ASME BPVC-VIII-1.
  - 4. Energy Efficiency: ASHRAE Std 90.1.
  - 5. Enclosures:
    - Structural Framing: Mount structural steel on welded steel base with hot-dip galvanized finish.
    - b. Steel Cabinet:
      - 1) Factory apply baked on powder paint or corrosion resistant paint prior to assembly.
      - 2) Provide gasketing and weatherproofing to panels with fully opening doors containing starters or variable frequency drives, terminal blocks, through-the-door type disconnects and circuit breaker with lockable handles indicating "power-on" or "power-off".
      - 3) Provide door stavs.
    - Perform 500-hour salt spray test in accordance with ASTM B117 for outdoor applications.
- B. Rotary-Screw Compressors:
  - Unit: Semi-hermetic type with two, direct drive compressors with multiple independent refrigeration circuit(s), internal muffler, discharge, check, and suction service valves. VFD driven variable speed screw compressors.
  - 2. Oil Lubrication System: Positive pressure system, oil heater, oil separator, check valves, solenoid valves, and filtration devices.
  - 3. Valves: Check valves in compressor discharge.
  - 4. Capacity Reduction System: Load/unload valve control down to 18 percent of full load without the activation of hot gas bypass.
  - 5. Motors: UL 984, 3,600 rpm, suction gas-cooled, hermetically sealed, squirrel cage induction with variable frequency drive.
  - 6. Compressor noise reduction housing required.
- C. Evaporator, Shell and Tube Type:
  - ASME BPVC-VIII-1, three pass type, with three independent refrigeration circuits.
  - 2. Shell, Removable Heads and Tube Support Sheets: Carbon steel.

- Tubes: Mechanically treated copper tubes fixed and aligned into intermediate tube support sheets across the shell to maintain consistent spacing between tubes with the capability of being cleanable.
- 4. Working Pressure Rating, Refrigerant-Side: 200 psi.
- 5. Working Pressure Rating, Water-Side: 150 psi.
- 6. Cold Surface Insulation:
  - a. Factory install on shell and all other cold surfaces.
  - b. 0.75-inch minimum thickness, closed cell, expanded polyvinyl chloride flexible foam insulation with a maximum K factor of 0.28.
- D. Provide vents and water drain connections.
- E. Provide fittings for temperature control sensors.
- F. Freeze Protection: Provide evaporator heater with thermostat to protect from freezing at ambient temperatures down to minus 20 degrees F.
- G. Air-Cooled Condenser:
  - 1. Heat Exchanger:
    - a. Arrangement: Two pass, round tubes.
    - b. Mechanically bond aluminum fins to internally enhanced, seamless copper tubing and protect with corrosion resistant materials or coatings.
    - c. Clean, dehydrate and test.
    - d. Leak Test: 506 psi.
    - e. Seal: Nitrogen holding charge.
  - 2. Coil Guards: Provide expanded metal with lint screens. Protect condenser coil by enclosing with heavy plastic to prevent damage during shipping or rigging.
  - Fans and Motors:
    - a. Dynamically balanced propeller type, direct drive fans of reinforced polymer corrosion resistant construction and equip with sealed, permanently lubricated ball bearings.
    - b. Discharge Fan Guards: Coated steel wire.
    - c. Discharge Direction: Vertical.
    - d. Motors: Totally enclosed, high efficiency, suitable for outdoor use, three phase, permanent split capacitor, single speed with internal overload protection.
- H. Refrigeration Circuits:
  - 1. Provide two independent refrigeration circuit(s) with two compressor(s) per circuit.
  - 2. Minimum Refrigerant Specialties per Circuit:
    - a. Isolation and service valves for refrigerant removal and charging.
    - b. Removable-core filter driers.
    - c. ASHRAE Std 15 compliant relief valves.
    - d. Liquid line sight glass with moisture indicator.
    - e. Refrigerant expansion valves or metering devices.
    - f. Complete operating charge of both refrigerant and oil.
- Starters and Drives:
  - Variable Frequency Drives: Completely assemble, wire, pipe, and factory test, factory or field mounted variable frequency drive (VFD). Limit the field electrical connections for compressor motor power to the main power leads to the VFD, wiring of liquid pumps and tower fans to the control panel.
    - a. Characteristics:
      - 1) Air cooled.
      - Microprocessor based pulse width modulation (PWM) with input/output power devices, DC voltage rectifier, and inverter/control regulator to convert DC voltage to sinusoidal PWM waveform.
      - 3) Physically isolate low voltage control from main power sections.
      - 4) Control motor speed by integrated controls over wide range of operating conditions.
      - 5) Provide short circuit interrupt and withstand rating suitable for available current.

#### b. Performance:

- 1) Do not exceed IEEE 519 requirements for voltage total harmonic distortion (THD) and harmonic current total demand distortion (TDD) using VFD circuit breaker input terminals as the point of common coupling (PCC).
- Full Load Efficiency: Minimum 97 percent at 100 percent VFD rated capacity.
- 3) Unity Displacement Power Factor: 0.99 minimum.
- 4) Voltage Boost Capability: Full motor voltage at reduced line voltage conditions.
- 5) Soft start, linear acceleration, and coast to stop capabilities.
- 6) Base Motor Adjustable Frequency Range: Control to 15 percent capacity at nameplate voltage.
- 7) Torque Generation: 150 percent instantaneous.
- c. Heat Sink and Mating Flange:
  - 1) Design for 185 psi waterside working pressure.
  - 2) Meter to maintain temperature within acceptable limits.
- d. Suitable Ratings:
  - 1) Operation at plus or minus 10 percent nameplate voltage.
  - 2) Continuous Operation at:
    - (a) 100 percent of nameplate amperes and 5 seconds at 15 percent.
    - (b) Ambient temperature range of 40 to122 degrees F, 95 percent humidity noncondensing for altitudes up to 6,000 feet.
  - 3) Comply with NEMA 250 and NEMA MG 1.
- e. User Interface for Programming and Display of the Following Parameters:
  - 1) Operating, configuration and fault messages.
  - 2) Hertz frequency.
  - 3) VFD load, line side voltage, and current.
  - 4) kW
  - 5) Input/output power devices temperature.
- f. Electrical Service, Single Point Power:
  - 1) Input Circuit Breaker: Suitable for the available current indicated.
  - Provide power for chiller oil pump via factory wired standard branch circuit breaker.
  - 3) Provide power for oil heater, VFD and controls via 3 kVA control power transformer and factory wired circuit breaker.
- g. Discrete Dry-Contact Outputs:
  - 1) Circuit breaker shunt trip.
  - 2) Chilled water pump.
  - 3) Condenser water pump.
  - 4) Alarm status.
- h. Analog Outputs: 4 to 20 mA for head pressure reference and condenser water control valve as applicable.
- i. Provide protection for under/over-voltage, phase loss/reversal/unbalance, ground fault, single cycle voltage loss, programmable auto restart after power loss, and motor overload/over temperature protection.
- J. Controls Package:
  - 1. Unit Controls: Factory-supplied DDC:
    - a. Control-panel mounted with required input-output expansions, power supply, fused disconnect, hand switches, knobs, and accessories required to control chiller unit to manufacturer required sequences to meet intended use with listed performance.
    - b. Factory configured to interface prewired sensors, switches, and safeties with allowance to add up to four chiller valves and flow sensors.
    - Graphic-based touchscreen to include unit operation controls and user filter based interface for faults, alarms, performance, unit diagnostics, and data recording up to 12 months.

- d. BAS, SCADA, or other Integrated Automation Link: ASHRAE Std 135, BACnet MS/TP.
- e. External Point Mapping: Provide mapping table for each parameter included in the local visual interface with software-toggle flag to allow reduced mapping of available points. Fully integrate chiller into BAS for monitoring and control of all available points, including enable and loop temp adjustment/ outdoor air temp reset schedule.
- Isolation Valves: Field-installed, 2-position, butterfly type with position tracking; see Section 25 3519.
- Power: Provide phase loss and undervoltage protection, with automatic reset after 15 minutes.
- 2. Control Components for Preventing Shutdown:
  - a. Provide high pressure limit with indicating light for each compressor, set lower than factory pressure switch to automatically unload compressor and prevent nuisance high pressure condenser control trip.
  - b. Provide one protector with indicating light for each compressor, with current limit setpoint of 120 percent of compressor running load amperage to automatically unload compressor preventing over-current trip.
  - c. Provide low refrigerant limit to automatically unload each compressor preventing a low evaporator temperature trip.
- 3. Chiller Operation in Abnormal Operating Conditions:
  - a. Unloaded Running: Adequate chilled water production.
  - b. Trip-out Limit Reached: Chiller goes off-line and manual reset is required for continued operation.
- 4. Control Panel Display:
  - a. Evaporator pressure.
  - b. Condenser refrigerant pressure.
  - c. Entering and leaving evaporator water temperature.
- 5. Points for Remote Monitoring and Control:
  - a. Entering and leaving condenser water temperature as applicable.
  - b. Chilled water setpoint.
  - c. Electrical 3 phase current limit and percent RLA setpoint.
  - d. Electrical 3 phase amp draw.
  - e. Chiller operating mode.
  - f. Condenser refrigerant temperature.
  - g. Elapsed time and number of starts counter.
  - h. Chiller compressor run status relay.
  - i. Minimum of 20 diagnostics with time and date stamp.
  - j. Identification of the fault, date, time and operating mode at time of occurrence, type of reset required, and help message.
  - k. Relay output energized upon detecting a fault requiring manual reset.
  - I. Relay output energized whenever unit is operating in a limit mode for an extended period of time.
  - m. Analog input to control leaving chilled water temperature setpoint based upon a 4-20ma or 0-10 VDC signal from the building automation system.
  - n. Programmable soft during pull-down period via ramped current limit or fully adjustable, temperature pull-down rate.
  - o. Leaving chilled water reset based upon return water temperature.
  - p. Provide RS-232 for printer interface.
- K. Electrical Characteristics (Single Point Power Connection):
  - 1. Electrical: NEMA 250 or UL 1995 as applicable.
  - 2. Phase, Voltage, Minimum Circuit Ampacity, & Maximum Overcurrent Protection:
    - a. As Scheduled.

## PART 3 EXECUTION

#### 3.01 INSTALLATION

- A. Chillers will be installed sequentially with a new chiller brought on line before the second chiller is removed. the ew chiller must run continuously without fault or failure for 10 days before the second chiller can be replaced.
- B. Install in accordance with manufacturer's instructions.
- C. Align chiller package on steel or concrete foundations.
- D. Install units on vibration isolators.
- E. Connect to electrical service.
- F. Connect to chilled water piping.
- G. Arrange piping for easy dismantling to permit tube cleaning and removal.
- H. Coordinate BAS, BMS, or Integrated Automation linking between unit controller(s) and remote front-end interface: see Section 25 1500.

## 3.02 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements for additional requirements.

# 3.03 FACTORY TESTING

A. Perform an enhanced factory load test on the chiller(s). Test will be 4 hours in duration with up to 3 hours of the test at full load and the remainder at percentages set by the engineer. Provide travel and lodging for two of the Engineer's personnel to the factory for the purpose of witnessing the test. Factory test will included sound testing. Results will be documented and preliminarily transmitted to the Engineer prior to their departure, with a formal report as a followup submittal. Provide access to the chiller during the test to directly observe it's condition.

# 3.04 MANUFACTURER'S FIELD SERVICES

- A. Perform factory startup of the chiller by factory trained and authorized servicing technicians confirming equipment has been correctly installed prior to equipment becoming operational and covered under the manufacturer's warranty.
- B. Supply initial charge of refrigerant and oil if not completely factory charged.
- C. Demonstrate system operations and verify specified performance.

#### 3.05 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 Closeout Submittals for closeout submittals.
- B. See Section 01 7900 Demonstration and Training for additional requirements.
- C. Demonstration: Demonstrate operation of system to Owner's personnel.
  - 1. Use operation and maintenance data as reference during demonstration.
  - 2. Briefly describe function, operation, and maintenance of each component.
- D. Training: Train Owner's personnel on operation and maintenance of system.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  - 2. Provide minimum of one day of training.
  - 3. Instructor: Manufacturer's training personnel.
  - 4. Location: At project site.

## 3.06 MAINTENANCE

A. See Section 01 7000 - Execution and Closeout Requirements for additional requirements.

B. Provide a separate maintenance contract for the service and maintenance of chiller for five years from Date of Substantial Completion. Minimum service frequency is 4 times per year. service reports will be kept on site in a service binder and distributed as determined by the Owner.

## **SECTION 26 0001**

# **BASIC ELECTRICAL MATERIALS AND METHODS**

## **GENERAL REQUIREMENTS**

- 1.01 CONFORM TO THE CURRENT REQUIRMENTS OF THE NEC 2017
- 1.02 PERFORM ALL WORK UNDER THIS SECTION IN ACCORDANCE WITH APPLICABLE CODES & STANDARDS AND BEST INDUSTRY AND TRADE PRACTICES.
- 1.03 COORDINATE ALL WITH WITH OTHER TRADES PRIOR TO BIDDING. THIS IS A RENOVATION PROJECT.
- 1.04 BY SUBMISSION OF A BID, THE CONTRACTOR REPRESENTS THAT THEY HAVE THOROUGHLY REVIEWED THE DOCUMENTS, THESE SPECIFICATIONS, AND THE PROJECT SITE IN SUFFICIENT DETAIL AND THAT THE BID REPRESENTS THE WORK NECESSARY FOR A FULLY OPERATIONAL SYSTEM. THE BID SUBMISSION ALSO REPRESENTS THAT THE CONTRACT HAS BEEN AFFORDED REASONABLE OPPORTUNITY TO ASK QUESTIONS AND RECEIVED ANSWERS IN WRITING; SHARED WITH ALL BIDDERS.
- 1.05 REQUESTS FOR SUBSTITUTIONS WILL BE MADE PRIOR TO BIDDING. NO SUBSTITUTION REQUEST WILL BE CONSIDERED AFTER BIDDING. A REQUEST FOR SUBSTITUTION WILL FOLLOW ANY AND ALL REQUIREMENTS SET FORTH IN THE PROJECT DOCUMENTS. THE REQUESTING CONTRACTOR MUST SUBMIT THE REQUEST FOR SUBSTITUTION, NO REQUESTS DIRECTLY FROM VENDORS WILL BE REVIEWED OR CONSIDERED. ALL REQUESTS MUST BE TIMELY IN ACCORDANCE WITH INSTRUCTIONS AND PROJECT DOCUMENTS, IN WRITING, AND BE OF SUFFICIENT DETAIL TO DEMONSTRATE COMPLIANCE WITH ALL ASPECTS OF THE PROJECT DOCUMENTS. RECEIPT OF A REQUEST DOES NOT IMPLY ACCEPTANCE. ALL ACCEPTANCES OF SUBSTITUTION REQUEST WILL BE BY ADDENDUM TO THE PROJECT SPECIFICATIONS ONLY.

#### **MATERIALS & METHODS**

# 2.01 WIRING METHODS

- A. Conductors And Cables:
  - 1. Insulated Single Conductors (600 Volts And Below):
    - a. Temperature Rating: 75 deg C.
    - Stranded Conductor Branch Circuits: Larger than 10 AWG: copper, 600 volt, THHN insulation.
    - c. Solid Conductor Branch Circuits 10 AWG and smaller: copper, 600 volt, THHN insulation.
    - d. Control Circuit Conductors: Copper, stranded, 300 volt, THHN insulation.
  - 2. Insulated Multiple Conductor Cable:
    - a. Jacketed:
      - 1) Unshielded.
  - 3. Armored Cable:
    - a. Type MC.
  - 4. Terminating Devices:
    - a. Cable lugs.
    - b. Cable connectors.
    - c. Splices and terminals:
      - 1) Spring wire for sizes #10 and smaller.
  - 5. Accessories:
    - a. Cable grips.
    - b. Conductor harness.
    - c. Wire pulling lubricant.
    - d. Electrical insulating tape.
    - e. Conductor identifying markers.

- B. Raceways And Boxes:
  - 1. Conduit And Electrical Tubing:
    - a. Electrical Metallic Tubing (EMT) And Fittings:
      - 1) EMT: Thin wall ferrous steel tubing, hot dipped, galvanized, smooth interior reamed ends.
      - 2) Fittings and Conduit Bodies: Steel set-screw.
    - b. Plastic Conduit and Fittings:
      - 1) Conduit: Schedule 40 PVC.
      - 2) Fittings And Conduit Bodies: PVC.
    - c. Conduit Supports, Clamps, and Straps: Steel.
    - d. Enclosures And Cabinets: Steel.
  - 2. Junction Boxes: Rated for application, galvanized steel with conduit knockouts and threaded holes for mounting wiring devices. Conform to requirements of NEMA 250.
    - a. Minimum Sizes:
      - 1) Octagonal: 4 inch (102 mm) wide by 1.5 inch (38 mm) deep.
      - 2) Square: 4 inch (102 mm) square by 1.5 inch (38 mm) deep.
      - 3) Dry Locations: Galvanized sheet steel, NEMA 1, welded seams and cover held by stainless steel fasteners.
      - 4) Damp or Wet Locations: Cast malleable iron with corrosion finish, NEMA 3R, threaded conduit entries, neoprene coverplate gasket, and coverplate held by stainless steel fasteners.
  - 3. Outlet Boxes: Rated for application, galvanized steel with conduit knockouts and threaded holes for mounting wiring devices. Conform to requirements of NEMA 250.
    - a. Minimum Sizes:
      - 1) Single Device: 3 inch (76 mm) high by 2 inch (51 mm) wide by 2 inch (51 mm) deep.
      - 2) Gang Device: 3 inch (76 mm) high by 2 inch (51 mm) wide (per gang) by 2 inch (51 mm) deep.
      - Dry Locations: Galvanized sheet steel, NEMA 1, welded seams and cover held by stainless steel fasteners.
      - 4) Damp or Wet Locations: Cast malleable iron with corrosion finish, NEMA 3R, threaded conduit entries, neoprene coverplate gasket, and coverplate held by stainless steel fasteners.
  - 4. Pull Boxes: Comply with requirements of NEMA 250.
    - a. Dry Locations: Galvanized sheet steel, NEMA 1, welded seams and cover held by stainless steel fasteners.
    - b. Damp or Wet Locations: Cast malleable iron with corrosion finish, NEMA 3R, threaded conduit entries, neoprene coverplate gasket, and coverplate held by stainless steel fasteners.
  - 5. Masonry Boxes: Galvanized steel with conduit knockouts and threaded holes for mounting devices. Designed and rated for mounting in masonry walls.
  - 6. Plumbing fixture requirements: Provide boxes, wiring, devices as required to properly install plumbing devices with electrical requirements. Items include but not limited to: lavatories, water closet flush valves, pumps, etc. Verfiy requirements prior to bidding.
  - 7. Mechanical System Requirements: Provide boxes, disconnects, starters, wiring, devices, etc as required by all mechanical systems. Verify requirements prior to bidding.
  - 8. Conduit application schedule:
    - a. Schedule 40 Plastic (PVC) Conduit: Concealed under slab on grade and Exterior underground.
    - b. Electrical Metallic Tubing (EMT): Concealed interior locations and Mechanical Areas.
    - c. Flexible Metal Conduit: Connections between accessible junction boxes and lighting fixtures, in dry locations and Equipment connections.

## 2.02 WIRING DEVICES:

A. Receptacles:

- 1. Duplex Receptacles:
  - a. Rating: 20 Amp, 125V, 3 wire duplex grounding type with Nylon face, feed-through feature and prewired leads.
  - b. Color: by Architect.
- 2. Ground Fault Circuit Interrupting (GFCI) Receptacles:
  - a. Rating: 15 Amp, 125V, 3 wire duplex grounding type with Nylon face, feed-through feature and pre-wired leads.
  - b. Color: by Architect.
- B. Wall Switches:
  - 1. Type: Single pole.
  - 2. Rating: 20 Amp, 125 volt AC, totally enclosed toggle switch with grounding lug.
  - 3. Color: by Architect.
- C. Wall Plates:
  - Material: Stainless steel with matching metallic mounting screws and raised shoulder design in mechanical and electrical rooms. Nylon coverplates in other areas. Color by Architect/Owner.
  - 2. Surface Mounted Coverplates: Match the particular size and type of box on which it is installed. Do not extend coverplate beyond edge of box.
  - 3. Weatherproof Coverplate: Spring loaded, die-cast aluminum with configuration to match outlet type. Conform to code requirements for protection with plug installed.
- D. Remote Control Switching Devices:
  - 1. Types: Occupancy Sensors.
  - 2. Technologies: Passive Infrared.
  - 3. Ratings: 120 volt, 600 watt.
  - 4. Type: Single pole switching devices.
  - 5. Color: White.

# 2.03 LOW-VOLTAGE DISTRIBUTION

- A. Enclosed Switches: Steel dead front enclosure.
- B. Enclosed Circuit Breakers: Steel deadfront enclosure.
- C. Panelboards:
  - 1. Power distribution panels:
    - a. Enclosures: Steel, dead front. With Main
    - b. Overcurrent Protection: Molded case circuit breakers.
    - c. Nameplate and Identification: Inside.
    - d. Provide GFCI and AFCI breakers where indicated on the panel schedules or required by the National Electric Code.

# 2.04 LIGHTING

- A. Interior Luminaires: As indicated on drawings.
- B. Exterior Luminaires: As indicated on drawings.

# SECTION 26 0505 SELECTIVE DEMOLITION FOR ELECTRICAL

## **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. Electrical demolition.

#### PART 3 EXECUTION

#### 2.01 EXAMINATION

- A. Verify that abandoned wiring and equipment serve only abandoned facilities.
- B. Demolition drawings are based on casual field observation and existing record documents.
- C. Report discrepancies to Engineer before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing conditions.

#### 2.02 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - Obtain permission from Owner at least 96 hours before partially or completely disabling system.
  - 2. Make temporary connections to maintain service in areas adjacent to work area.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner before partially or completely disabling system.
  - Notify local fire service.
  - 3. Make notifications at least 72 hours in advance.
  - 4. Make temporary connections to maintain service in areas adjacent to work area.
- F. Existing Telephone System: Maintain existing system in service until project is complete. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner at least 72 hours before partially or completely disabling system.
  - 2. Notify telephone utility company at least 72 hours before partially or completely disabling system.
  - 3. Make temporary connections to maintain service in areas adjacent to work area.

# 2.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. "Make safe" any wiring which is altered or disconnected.
- Remove abandoned wiring to source of supply.
- D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- F. Repair adjacent construction and finishes damaged during demolition and extension work.
- G. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

# 2.04 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
- C. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.

# **SECTION 26 0519**

# LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Heat shrink tubing.
- F. Oxide inhibiting compound.
- G. Wire pulling lubricant.
- H. Cable ties.

## 1.02 RELATED REQUIREMENTS

- A. Section 07 8400 Firestopping.
- B. Section 26 0526 Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- Section 26 0553 Identification for Electrical Systems: Identification products and requirements.

# 1.03 ADMINISTRATIVE REQUIREMENTS

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

## 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- C. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

## 1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.

# 1.06 DELIVERY, STORAGE, AND HANDLING

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

# 1.07 FIELD CONDITIONS

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

## **PART 2 PRODUCTS**

#### 2.01 CONDUCTOR AND CABLE APPLICATIONS

- Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Underground feeder and branch-circuit cable is not permitted.
- E. Service entrance cable is not permitted.
- F. Metal-clad cable is permitted only as follows:
  - 1. Where not otherwise restricted, may be used:
    - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
      - 1) Maximum Length: 6 feet.
    - Where concealed in hollow stud walls and above accessible ceilings for branch circuits.
      - 1) Exception: Provide single conductor building wire in raceway for circuit homerun from first outlet to panelboard.
  - 2. In addition to other applicable restrictions, may not be used:
    - a. Where not approved for use by the authority having jurisdiction.
    - b. Where exposed to damage.
    - c. For damp, wet, or corrosive locations.
    - d. For isolated ground circuits, unless provided with an additional isolated/insulated grounding conductor.

## 2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Provide new conductors and cables manufactured not more than one year prior to installation.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- H. Conductors for Grounding and Bonding: Also comply with Section 26 0526.
- Conductors and Cables Installed in Cable Tray: Listed and labeled as suitable for cable tray
  use.
- J. Conductor Material:
  - Provide copper conductors except where aluminum conductors are specifically indicated. Substitution of aluminum conductors for copper is not permitted. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum. Aluminum cabling shall be Stabiloy.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
  - 4. Aluminum Conductors (only where specifically indicated or permitted for substitution): AA-8000 series aluminum alloy conductors recognized by ASTM B800 and compact stranded in accordance with ASTM B801 unless otherwise indicated.
- K. Minimum Conductor Size:

- 1. Branch Circuits: 12 AWG.
  - a. Exceptions:
    - 1) 20 A, 120 V circuits longer than 100 feet: 10 AWG, for voltage drop.
    - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
    - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
- Control Circuits: 14 AWG.
- L. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- M. Conductor Color Coding:
  - Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.
    - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
  - Color Code:
    - a. 480Y/277 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Brown.
      - 2) Phase B: Orange.
      - 3) Phase C: Yellow.
      - 4) Neutral/Grounded: Gray.
    - b. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral/Grounded: White.
    - c. 240/120 V, 1 Phase, 3 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Neutral/Grounded: White.
    - d. Equipment Ground, All Systems: Green.
    - e. Travelers for 3-Way and 4-Way Switching: Purple.
    - f. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
    - g. For control circuits, comply with manufacturer's recommended color code.

#### 2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
  - Copper Building Wire:
    - a. Cerro Wire LLC: www.cerrowire.com/#sle.
    - b. Encore Wire Corporation: www.encorewire.com/#sle.
    - c. Southwire Company: www.southwire.com/#sle.
    - d. Substitutions: See Section 01 6000 Product Requirements.
  - 2. Aluminum Building Wire (only where specifically indicated or permitted for substitution):
    - a. Stabiloy, a brand of General Cable Technologies Corporation: www.stabilov.com/#sle.
    - b. Substitutions: See Section 01 6000 Product Requirements.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.

- E. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
    - a. Installed Underground: Type THHN/THWN or THHN/THWN-2.

## 2.04 METAL-CLAD CABLE

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- E. Grounding: Full-size integral equipment grounding conductor.
  - 1. Provide additional isolated/insulated grounding conductor where indicated or required.
- F. Armor: Steel, interlocked tape.

# 2.05 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 26 0526.
- C. Wiring Connectors for Splices and Taps:
  - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  - 2. Copper Conductors Size 6 AWG and Larger: Use compression connectors.
  - 3. Connectors for Aluminum Conductors: Use compression connectors or mechanical connectors.
- D. Wiring Connectors for Terminations:
  - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
  - 2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
  - 3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
  - 4. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.
  - 5. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
  - 6. Aluminum Conductors: Use compression connectors or mechanical connectors for all connections.
  - 7. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
- E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
- G. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
  - 1. Manufacturers:
    - a. 3M: www.3m.com/#sle.
    - b. Ideal Industries, Inc: www.idealindustries.com/#sle.
    - c. NSI Industries LLC: www.nsiindustries.com/#sle.

- d. Substitutions: See Section 01 6000 Product Requirements.
- H. Mechanical Connectors: Provide bolted type or set-screw type.
  - Manufacturers:
    - a. Burndy LLC: www.burndy.com/#sle.
    - b. Ilsco: www.ilsco.com/#sle.
    - c. Thomas & Betts Corporation: www.tnb.com/#sle.
    - d. Substitutions: See Section 01 6000 Product Requirements.
- Compression Connectors: Provide circumferential type or hex type crimp configuration.
  - Manufacturers:
    - a. Burndy LLC: www.burndy.com/#sle.
    - b. Ilsco: www.ilsco.com/#sle.
    - c. Thomas & Betts Corporation: www.tnb.com/#sle.
    - d. Substitutions: See Section 01 6000 Product Requirements.
- J. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
  - Manufacturers:
    - a. Burndy LLC: www.burndy.com/#sle.
    - b. Ilsco: www.ilsco.com/#sle.
    - c. Thomas & Betts Corporation: www.tnb.com/#sle.
    - d. Substitutions: See Section 01 6000 Product Requirements.

## 2.06 ACCESSORIES

- A. Electrical Tape:
  - 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
  - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
  - 3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
  - 4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
  - 5. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
- C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
- D. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- E. Cable Ties: Material and tensile strength rating suitable for application.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.

E. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.02 PREPARATION

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

#### 3.03 INSTALLATION

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated without specific routing, determine exact routing required.
  - 3. Arrange circuiting to minimize splices.
  - 4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
  - 5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
  - 6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
  - 7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
    - a. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.
    - b. Increase size of conductors as required to account for ampacity derating.
    - c. Size raceways, boxes, etc. to accommodate conductors.
  - 8. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install aluminum conductors in accordance with NECA 104.
- E. Install metal-clad cable (Type MC) in accordance with NECA 120.
- F. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Pull all conductors and cables together into raceway at same time.
  - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- G. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- H. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
  - Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
- Terminate cables using suitable fittings.
  - 1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- Install conductors with a minimum of 12 inches of slack at each outlet.

- K. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- M. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- N. Make wiring connections using specified wiring connectors.
  - Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  - 3. Do not remove conductor strands to facilitate insertion into connector.
  - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
  - 5. Connections for Aluminum Conductors: Fill connectors with oxide inhibiting compound where not pre-filled by manufacturer.
  - 6. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  - 7. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- O. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
  - 1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
    - a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
  - 2. Damp Locations: Use insulating covers specifically designed for the connectors or heat shrink tubing.
    - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
  - 3. Wet Locations: Use heat shrink tubing.
- P. Insulate ends of spare conductors using vinyl insulating electrical tape.
- Q. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- R. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- S. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

## **SECTION 26 0526**

## **GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground bars.
- E. Ground rod electrodes.

#### 1.02 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

- Verify exact locations of underground metal water service pipe entrances to building.
- 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
- 3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

# B. Sequencing:

Do not install ground rod electrodes until final backfill and compaction is complete.

## 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- C. Project Record Documents: Record actual locations of grounding electrode system components and connections.

#### 1.04 QUALITY ASSURANCE

- Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.

#### **PART 2 PRODUCTS**

#### 2.01 GROUNDING AND BONDING REQUIREMENTS

- Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  - 1. Do not use conductors smaller that #6 AWG for grounding electrode system.
- D. Grounding System Resistance:
  - 1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.

# E. Grounding Electrode System:

- 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
  - a. Provide continuous grounding electrode conductors without splice or joint.

- b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
- 2. Metal Underground Water Pipe(s):
  - a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
  - b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
  - c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
- 3. Metal In-Ground Support Structure:
  - a. Provide connection to metal in-ground support structure that is in direct contact with earth in accordance with NFPA 70.
- 4. Concrete-Encased Electrode:
  - a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
- 5. Ground Rod Electrode(s):
  - a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
  - b. Space electrodes not less than 10 feet from each other and any other ground electrode.
  - c. Where location is not indicated, locate electrode(s) at least 5 feet outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.
- F. Separately Derived System Grounding:
  - 1. Separately derived systems include, but are not limited to:
    - a. Transformers (except autotransformers such as buck-boost transformers).
    - b. Generators, when neutral is switched in the transfer switch.
  - 2. Provide grounding electrode conductor to connect derived system grounded conductor to nearest effectively grounded metal building frame. Unless otherwise indicated, make connection at neutral (grounded) bus in source enclosure.
  - 3. Provide bonding jumper to connect derived system grounded conductor to nearest metal building frame and nearest metal water piping in the area served by the derived system, where not already used as a grounding electrode for the derived system. Make connection at same location as grounding electrode conductor connection.
  - 4. Provide system bonding jumper to connect system grounded conductor to equipment ground bus. Make connection at same location as grounding electrode conductor connection. Do not make any other connections between neutral (grounded) conductors and ground on load side of separately derived system disconnect.
  - 5. Where the source and first disconnecting means are in separate enclosures, provide supply-side bonding jumper between source and first disconnecting means.
- G. Bonding and Equipment Grounding:
  - Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
  - 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
  - 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.

- 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
- 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
- 7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
  - a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
- H. Communications Systems Grounding and Bonding:
  - 1. Provide intersystem bonding termination at service equipment or metering equipment enclosure and at disconnecting means for any additional buildings or structures in accordance with NFPA 70.
- . Pole-Mounted Luminaires: Also comply with Section 26 5600.

## 2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
  - 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 0526:
  - 1. Use insulated copper conductors unless otherwise indicated.
    - a. Exceptions:
      - Use bare copper conductors where installed underground in direct contact with earth.
      - Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
  - 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
  - 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
  - 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
- D. Ground Bars:
  - 1. Description: Copper rectangular ground bars with mounting brackets and insulators.
  - 2. Size: As indicated.
  - 3. Holes for Connections: As indicated or as required for connections to be made.
- E. Ground Rod Electrodes:
  - 1. Comply with NEMA GR 1.
  - 2. Material: Copper-bonded (copper-clad) steel.
  - 3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.

#### **PART 3 EXECUTION**

# 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
  - 1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches below finished grade.

- Indoor Installations: Unless otherwise indicated, install with 4 inches of top of rod exposed.
- D. Make grounding and bonding connections using specified connectors.
  - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  - 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
  - 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- E. Identify grounding and bonding system components in accordance with Section 26 0553.

# **SECTION 26 0529**

## HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

# **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

#### 1.02 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination:

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

## B. Sequencing:

1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 3000.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.
- C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.
- D. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

# 1.04 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

# **PART 2 PRODUCTS**

## 2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
  - 1. Comply with the following. Where requirements differ, comply with most stringent.
    - a. NFPA 70.
    - b. Requirements of authorities having jurisdiction.
  - 2. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 3. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  - 4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 1.5. Include consideration for vibration, equipment operation, and shock loads where applicable.

- 5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- 6. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
- 7. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
  - a. Indoor Dry Locations: Use zinc-plated steel unless otherwise indicated.
  - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel or stainless steel unless otherwise indicated.
  - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
  - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.
  - 3. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
    - b. Erico International Corporation: www.erico.com/#sle.
    - c. Thomas & Betts Corporation: www.tnb.com/#sle.
    - d. Substitutions: See Section 01 6000 Product Requirements.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
  - Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
    - b. Erico International Corporation: www.erico.com/#sle.
    - c. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
    - d. Substitutions: See Section 01 6000 Product Requirements.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - 1. Comply with MFMA-4.
  - 2. Channel Material:
    - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
    - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
  - 3. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
  - 4. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
  - 5. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
    - b. Thomas & Betts Corporation: www.tnb.com/#sle.
    - c. Unistrut, a brand of Atkore International Inc: www.unistrut.com/#sle.
    - d. Substitutions: See Section 01 6000 Product Requirements.
    - e. Source Limitations: Furnish channels (struts) and associated fittings, accessories, and hardware produced by a single manufacturer.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
  - 1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Equipment Supports: 1/2 inch diameter.
    - b. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
    - c. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
    - d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
    - e. Outlet Boxes: 1/4 inch diameter.

#### F. Anchors and Fasteners:

- 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
- 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
- 3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
- 4. Hollow Masonry: Use toggle bolts.
- 5. Hollow Stud Walls: Use toggle bolts.
- 6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
- 7. Powder-actuated fasteners are not permitted.
- 8. Hammer-driven anchors and fasteners are not permitted.
- 9. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
  - a. Comply with MFMA-4.
  - b. Channel Material: Use galvanized steel.
  - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.
- 10. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.
- 11. Manufacturers Mechanical Anchors:
  - a. Hilti, Inc: www.us.hilti.com/#sle.
  - b. Substitutions: See Section 01 6000 Product Requirements.

#### PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- E. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- F. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- G. Do not penetrate or otherwise notch or cut structural members without approval of Engineer.
- H. Field-Welding (where approved by Architect): Comply with Section 05 5000.
- I. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to study to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Unless otherwise indicated, mount floor-mounted equipment on properly sized 3 inch high concrete pad constructed in accordance with Section 03 3000.
  - 5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- J. Conduit Support and Attachment: Also comply with Section 26 0533.13.

- K. Box Support and Attachment: Also comply with Section 26 0533.16.
- L. Interior Luminaire Support and Attachment: Also comply with Section 26 5100.
- M. Exterior Luminaire Support and Attachment: Also comply with Section 26 5600.
- N. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- O. Secure fasteners according to manufacturer's recommended torque settings.
- P. Remove temporary supports.
- Q. Identify independent electrical component support wires above accessible ceilings (only where specifically indicated or permitted) in accordance with NFPA 70.

### 3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

# SECTION 26 0533.13 CONDUIT FOR ELECTRICAL SYSTEMS

### **PART 1 GENERAL**

### 1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Stainless steel rigid metal conduit (RMC).
- C. Stainless steel intermediate metal conduit (IMC).
- D. Flexible metal conduit (FMC).
- E. Liquidtight flexible metal conduit (LFMC).
- F. Galvanized steel electrical metallic tubing (EMT).
- G. Stainless steel electrical metallic tubing (EMT).
- H. Rigid polyvinyl chloride (PVC) conduit.
- I. Conduit fittings.
- J. Accessories.

### 1.02 RELATED REQUIREMENTS

- A. Section 07 8400 Firestopping.
- B. Section 26 0519 Low-Voltage Electrical Power Conductors and Cables: Cable assemblies consisting of conductors protected by integral metal armor.
- C. Section 26 0526 Grounding and Bonding for Electrical Systems.
  - 1. Includes additional requirements for fittings for grounding and bonding.
- D. Section 26 0529 Hangers and Supports for Electrical Systems.
- E. Section 26 0533.16 Boxes for Electrical Systems.
- F. Section 26 0553 Identification for Electrical Systems: Identification products and requirements.

### 1.03 ADMINISTRATIVE REQUIREMENTS

### A. Coordination:

- 1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
- 2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
- 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
- 4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.
- 5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

### B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittals procedures.
- Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- C. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2-inch (53 mm) trade size and larger.

### 1.05 QUALITY ASSURANCE

Conform to requirements of NFPA 70.

### 1.06 DELIVERY, STORAGE, AND HANDLING

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

### **PART 2 PRODUCTS**

### 2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Underground:
  - 1. Under Slab on Grade: Use rigid PVC conduit.
  - 2. Exterior, Direct-Buried: Use rigid PVC conduit.
  - 3. Where rigid polyvinyl chloride (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), or schedule 80 rigid PVC conduit where emerging from underground.
  - 4. Where galvanized steel rigid metal conduit (RMC) or galvanized steel intermediate metal conduit (IMC) is installed in direct contact with earth where soil has resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection.
- C. Concealed Within Masonry Walls: Use electrical metallic tubing (EMT).
- D. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).
- E. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).
- F. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).
  - 1. EMT conduit is permitted only in damp locations if compression fittings are used.
- G. Exposed, Interior, Not Subject to Physical Damage: Use electrical metallic tubing (EMT).
- H. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
  - 1. Locations subject to physical damage include, but are not limited to:
    - Where exposed below 8 feet, except within electrical and communication rooms or closets.
    - b. Where exposed below 20 feet in warehouse areas.
- I. Exposed, Exterior: Use galvanized steel rigid metal conduit.
- J. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).
- K. Flexible Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit (FMC).
  - 1. Maximum Length: 6 feet.
- L. Flexible Connections to Vibrating Equipment:
  - Dry Locations: Use flexible metal conduit (FMC).
  - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).
  - 3. Maximum Length: 6 feet unless otherwise indicated.
  - 4. Vibrating equipment includes, but is not limited to:
    - a. Transformers.
    - b. Motors.
- M. Fished in Existing Walls, Where Necessary: Use flexible metal conduit (FMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

### 2.02 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Fittings for Grounding and Bonding: See Section 26 0526 for additional requirements.
- C. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- D. Provide products listed, classified, and labeled as suitable for purpose intended.
- E. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
  - 2. Branch Circuit Homeruns: 3/4-inch trade size.
  - 3. Control Circuits: 1/2-inch trade size.
  - 4. Flexible Connections to Luminaires: 3/8-inch trade size.
  - 5. Underground, Interior: 3/4-inch trade size.
  - 6. Underground, Exterior: 1-inch trade size.
- F. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

### 2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
  - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

### 2.04 STAINLESS STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC stainless steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6A.
- B. Fittings:
  - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6A.
  - 2. Material: Use stainless steel with corrosion resistance equivalent to conduit.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

### 2.05 STAINLESS STEEL INTERMEDIATE METAL CONDUIT (IMC)

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
  - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.

### 2.06 FLEXIBLE METAL CONDUIT (FMC)

- A. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.
- B. Fittings:
  - Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.

### 2.07 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

### B. Fittings:

- 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
- 2. Material: Use steel or malleable iron.

### 2.08 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
  - Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use compression/gland or set-screw type.
    - a. Do not use indenter type connectors and couplings.
  - 4. Damp or Wet Locations, Where Permitted: Use fittings listed for use in wet locations.

### 2.09 STAINLESS STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT stainless steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797A.
- B. Fittings:
  - Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Connectors and Couplings: Use compression/gland or set-screw type.

### 2.10 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- B. Fittings:
  - 1. Manufacturer: Same as manufacturer of conduit to be connected.
  - 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

### 2.11 ACCESSORIES

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil, 0.020 inch.
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- D. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.
- E. Sealing Systems for Concrete Penetrations:
  - 1. Sleeves: Provide water stop ring or cement coating that bonds to concrete to prevent water infiltration.
  - 2. Rate for minimum of 40 psig; suitable for sealing around conduits to be installed.

### PART 3 EXECUTION

### 3.01 EXAMINATION

- Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.
- D. Intermediate Metal Conduit (IMC): Install in accordance with NECA 101.
- E. Rigid Polyvinyl Chloride (PVC) Conduit: Install in accordance with NECA 111.
- F. Conduit Routing:
  - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
  - 2. When conduit destination is indicated without specific routing, determine exact routing required.
  - 3. Conceal conduits unless specifically indicated to be exposed.
  - 4. Conduits in the following areas may be exposed, unless otherwise indicated:
    - a. Electrical rooms.
    - b. Mechanical equipment rooms.
    - c. Within joists in areas with no ceiling.
  - 5. Unless otherwise approved, do not route exposed conduits:
    - a. Across floors.
    - b. Across roofs.
    - c. Across top of parapet walls.
    - d. Across building exterior surfaces.
  - 6. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
  - 7. Arrange conduit to maintain adequate headroom, clearances, and access.
  - 8. Arrange conduit to provide no more than equivalent of four 90-degree bends between pull points.
  - 9. Arrange conduit to provide no more than 150 feet between pull points.
  - 10. Route conduits above water and drain piping where possible.
  - 11. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
  - 12. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
    - a. Heaters.
    - b. Hot water piping.
    - c. Flues.
  - 13. Group parallel conduits in same area on common rack.

### G. Conduit Support:

- Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 26 0529.
- 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
- 4. Use conduit strap to support single surface-mounted conduit.
  - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
- 5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
- 6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
- 7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
- 8. Use of wire for support of conduits is not permitted.

 Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with most stringent requirements.

### H. Connections and Terminations:

- 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
- 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
- 3. Use suitable adapters where required to transition from one type of conduit to another.
- 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
- 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
- Where spare conduits stub up through concrete floors and are not terminated in box or enclosure, provide threaded couplings equipped with threaded plugs set flush with finished floor.
- 7. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
- 8. Secure joints and connections to provide mechanical strength and electrical continuity.

### I. Penetrations:

- 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
- 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
- 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
- 4. Conceal bends for conduit risers emerging above ground.
- 5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
- Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
- 7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
- 8. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 07 8400.

### J. Underground Installation:

- 1. Minimum Cover, Unless Otherwise Indicated or Required:
  - a. Underground, Exterior: 18 inches.
  - b. Under Slab on Grade: 12 inches to bottom of slab.
- 2. Provide underground warning tape in accordance with Section 26 0553 along entire conduit length.
- K. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
  - 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
  - 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
  - 3. Where conduits are subject to earth movement by settlement or frost.

### L. Conduit Sealing:

- Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
  - a. Where conduits enter building from outside.
  - b. Where service conduits enter building from underground distribution system.

- c. Where conduits enter building from underground.
- d. Where conduits may transport moisture to contact live parts.
- 2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
  - a. Where conduits pass from outdoors into conditioned interior spaces.
  - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- M. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
  - 1. Where conduits pass from outdoors into conditioned interior spaces.
  - 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- N. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.
- O. Provide grounding and bonding; see Section 26 0526.

### 3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

### 3.04 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

# SECTION 26 0533.16 BOXES FOR ELECTRICAL SYSTEMS

### **PART 1 GENERAL**

### 1.01 SECTION INCLUDES

- Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Floor boxes.
- D. Underground boxes/enclosures.

### 1.02 ADMINISTRATIVE REQUIREMENTS

### A. Coordination:

- 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
- 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
- 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
- 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
- 5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
- 6. Coordinate the work with other trades to preserve insulation integrity.
- 7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
- 8. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.

### 1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

### **PART 2 PRODUCTS**

### **2.01 BOXES**

- A. General Requirements:
  - Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
  - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.

- 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
- 3. Use suitable concrete type boxes where flush-mounted in concrete.
- 4. Use suitable masonry type boxes where flush-mounted in masonry walls.
- 5. Use raised covers suitable for the type of wall construction and device configuration where required.
- 6. Use shallow boxes where required by the type of wall construction.
- 7. Do not use "through-wall" boxes designed for access from both sides of wall.
- Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
- 9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
- Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
- 11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
- 12. Wall Plates: Comply with Section 26 2726.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
  - Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  - 2. NEMA 250 Environment Type, Unless Otherwise Indicated:
  - 3. Junction and Pull Boxes Larger Than 100 cubic inches:
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

### D. Floor Boxes:

- 1. Description: Floor boxes compatible with floor box service fittings provided in accordance with Section 26 2726; with partitions to separate multiple services; furnished with all components, adapters, and trims required for complete installation.
- 2. Use sheet-steel or cast iron floor boxes within slab above grade.
- 3. Metallic Floor Boxes: Fully adjustable (with integral means for leveling adjustment prior to and after concrete pour).
- 4. Manufacturer: Same as manufacturer of floor box service fittings.
- E. Underground Boxes/Enclosures:
  - 1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
  - 2. Size: As indicated on drawings.
  - 3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches.
  - 4. Applications:
    - Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.

### PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

- Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- E. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

### G. Box Locations:

- 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 3100 as required where approved by the Architect.
- 2. Unless dimensioned, box locations indicated are approximate.
- 3. Locate boxes as required for devices installed under other sections or by others.
  - a. Switches, Receptacles, and Other Wiring Devices: Comply with Section 26 2726.
- 4. Locate boxes so that wall plates do not span different building finishes.
- 5. Locate boxes so that wall plates do not cross masonry joints.
- 6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
- 7. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
- 8. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.
- 9. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
  - a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
  - b. Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.
- 10. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 0533.13.
- 11. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
  - a. Concealed above accessible suspended ceilings.
  - b. Within joists in areas with no ceiling.
  - c. Electrical rooms.
  - d. Mechanical equipment rooms.

### H. Box Supports:

- 1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
- Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- 3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
- I. Install boxes plumb and level.
- J. Flush-Mounted Boxes:
  - Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so
    that front edge of box or associated raised cover is not set back from finished surface
    more than 1/4 inch or does not project beyond finished surface.
  - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.

- 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- Install boxes as required to preserve insulation integrity.
- L. Metallic Floor Boxes: Install box level at the proper elevation to be flush with finished floor.
- M. Underground Boxes/Enclosures:
  - 1. Install enclosure on gravel base, minimum 6 inches deep.
  - 2. Flush-mount enclosures located in concrete or paved areas.
  - 3. Mount enclosures located in landscaped areas with top at 1 inch above finished grade.
  - 4. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.
- N. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- P. Close unused box openings.
- Q. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- R. Provide grounding and bonding in accordance with Section 26 0526.
- S. Identify boxes in accordance with Section 26 0553.

### 3.03 CLEANING

A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

### 3.04 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

### **SECTION 26 0553**

### **IDENTIFICATION FOR ELECTRICAL SYSTEMS**

### **PART 1 GENERAL**

### 1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Underground warning tape.
- E. Warning signs and labels.

### 1.02 ADMINISTRATIVE REQUIREMENTS

### A. Coordination:

1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.

### B. Sequencing:

- 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
- 2. Do not install identification products until final surface finishes and painting are complete.

### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for identification labels, underground warning tape, and warning signs and labels.

### 1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

### 1.05 FIELD CONDITIONS

A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

### PART 2 PRODUCTS

### 2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
  - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
    - a. Panelboards:
      - 1) Identify ampere rating.
      - 2) Identify voltage and phase.
      - Identify power source and circuit number. Include location when not within sight of equipment.
      - 4) Identify main overcurrent protective device. Use identification label for panelboards with a door. For power distribution panelboards without a door, use identification nameplate.
      - 5) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
      - 6) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
    - b. Transformers:
      - Identify kVA rating.
      - 2) Identify voltage and phase for primary and secondary.
      - 3) Identify power source and circuit number. Include location when not within sight of equipment.

- 4) Identify load(s) served. Include location when not within sight of equipment.
- c. Enclosed switches:
  - 1) Identify voltage and phase.
  - 2) Identify power source and circuit number. Include location when not within sight of equipment.
  - 3) Identify load(s) served. Include location when not within sight of equipment.
- d. Enclosed Contactors:
  - Identify ampere rating.
  - 2) Identify voltage and phase.
  - 3) Identify coil voltage.
  - 4) Identify load(s) and associated circuits controlled. Include location.
- e. Transfer Switches:
  - 1) Identify voltage and phase.
  - 2) Identify power source and circuit number for both normal power source and standby power source. Include location when not within sight of equipment.
  - 3) Identify load(s) served. Include location when not within sight of equipment.
  - 4) Identify short circuit current rating based on the specific overcurrent protective device type and settings protecting the transfer switch.
- 2. Service Equipment:
  - a. Use identification nameplate to identify each service disconnecting means.
  - b. Use identification nameplate at each piece of service equipment to identify the available fault current and the date calculations were performed.
- 3. Emergency System Equipment:
  - a. Use identification nameplate or identification label to identify emergency system equipment in accordance with NFPA 70.
  - b. Use identification nameplate at each piece of service equipment to identify type and location of on-site emergency power sources.
- 4. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.
- 5. Use identification label or handwritten text using indelible marker on inside of door at each motor controller to identify nameplate horsepower, full load amperes, code letter, service factor, voltage, and phase of motor(s) controlled.
- 6. Use identification label to identify overcurrent protective devices for branch circuits serving fire alarm circuits. Identify with text "FIRE ALARM CIRCUIT".
- 7. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70, including but not limited to the following.
  - a. Service equipment.
  - b. Industrial control panels.
  - c. Motor control centers.
  - d. Elevator control panels.
  - e. Industrial machinery.
- 8. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.
  - a. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.
- 9. Use warning labels, identification nameplates, or identification labels to identify electrical hazards for equipment where multiple power sources are present with the word message "DANGER; Hazardous voltage; Multiple power sources may be present; Disconnect all electric power including remote disconnects before servicing" or approved equivalent.

- B. Identification for Conductors and Cables:
  - Color Coding for Power Conductors 600 V and Less: Comply with Section 26 0519.
  - 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
  - 3. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
    - a. Within boxes when more than one circuit is present.
    - b. Within equipment enclosures when conductors and cables enter or leave the enclosure.
  - 4. Use underground warning tape to identify direct buried cables.
- C. Identification for Raceways:
  - Use voltage markers, color-coded bands, or factory-painted conduits to identify systems other than normal power system for accessible conduits.
    - a. Maximum Intervals: 20 feet.
    - Color-Coded Bands: Use field-painting or vinyl color coding electrical tape to mark bands 3 inches wide.
      - 1) Color Code:
        - (a) Emergency Power System: Orange.
        - (b) Fire Alarm System: Red.
      - 2) Field-Painting: Comply with Section 09 9123 and 09 9113.
      - 3) Vinyl Color Coding Electrical Tape: Comply with Section 26 0519.
    - c. Color Code:
  - 2. Use underground warning tape to identify underground raceways.
- D. Identification for Boxes:
  - Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
    - a. For exposed boxes in public areas, use only identification labels.
- E. Identification for Devices:
  - 1. Use identification label to identify fire alarm system devices.
    - a. For devices concealed above suspended ceilings, provide additional identification on ceiling tile below device location.

### 2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
  - 1. Materials:
    - a. Indoor Clean, Dry Locations: Use plastic nameplates.
    - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
  - 2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
  - 3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text
  - Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
  - 5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
  - Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
    - a. Use only for indoor locations.

- 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
  - 1. Minimum Size: 1 inch by 2.5 inches.
  - 2. Legend:
    - a. System designation where applicable:
      - 1) Emergency Power System: Identify with text "EMERGENCY".
      - 2) Fire Alarm System: Identify with text "FIRE ALARM".
    - b. Equipment designation or other approved description.
  - 3. Text: All capitalized unless otherwise indicated.
  - 4. Minimum Text Height:
    - a. System Designation: 1 inch.
    - b. Equipment Designation: 1/2 inch.
  - 5. Color:
    - a. Normal Power System: White text on black background.
    - b. Emergency Power System: White text on orange background.
    - c. Fire Alarm System: White text on red background.
- D. Format for Caution and Warning Messages:
  - 1. Minimum Size: 2 inches by 4 inches.
  - 2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
  - 3. Text: All capitalized unless otherwise indicated.
  - 4. Minimum Text Height: 1/2 inch.
  - 5. Color: Black text on yellow background unless otherwise indicated.

### 2.03 WIRE AND CABLE MARKERS

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch.
- F. Color: Black text on white background unless otherwise indicated.

### 2.04 UNDERGROUND WARNING TAPE

- A. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- B. Foil-backed Detectable Type Tape: 6 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.
- C. Legend: Type of service, continuously repeated over full length of tape.
- D. Color:
  - 1. Tape for Buried Power Lines: Black text on red background.

### 2.05 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
  - 1. Materials:
  - 2. Minimum Size: 7 by 10 inches unless otherwise indicated.
- C. Warning Labels:

- 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
  - a. Do not use labels designed to be completed using handwritten text.
- 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
- 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

### PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  - 1. Surface-Mounted Equipment: Enclosure front.
  - 2. Flush-Mounted Equipment: Inside of equipment door.
  - 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  - 4. Elevated Equipment: Legible from the floor or working platform.
  - 5. Branch Devices: Adjacent to device.
  - 6. Interior Components: Legible from the point of access.
  - 7. Conduits: Legible from the floor.
  - 8. Boxes: Outside face of cover.
  - 9. Conductors and Cables: Legible from the point of access.
  - 10. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.
- G. Mark all handwritten text, where permitted, to be neat and legible.

# SECTION 26 0583 WIRING CONNECTIONS

### **PART 1 GENERAL**

### 1.01 SECTION INCLUDES

Electrical connections to equipment.

### 1.02 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

### 1.03 ADMINISTRATIVE REQUIREMENTS

### A. Coordination:

- 1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- 2. Determine connection locations and requirements.

### B. Sequencina:

- Install rough-in of electrical connections before installation of equipment is required.
- Make electrical connections before required start-up of equipment.

### 1.04 QUALITY ASSURANCE

- Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

### **PART 2 PRODUCTS**

### 2.01 MATERIALS

- A. Wiring Devices: As specified in Section 26 2726.
- B. Flexible Conduit: As specified in Section 26 0533.13.
- C. Wire and Cable: As specified in Section 26 0519.
- D. Boxes: As specified in Section 26 0533.16.

### **PART 3 EXECUTION**

### 3.01 EXAMINATION

A. Verify that equipment is ready for electrical connection, wiring, and energization.

### 3.02 ELECTRICAL CONNECTIONS

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Provide receptacle outlet to accommodate connection with attachment plug.
- E. Provide cord and cap where field-supplied attachment plug is required.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

### SECTION 26 2726 WIRING DEVICES

### **PART 1 GENERAL**

### 1.01 SECTION INCLUDES

- A. Wall switches.
- B. Wall dimmers.
- C. Receptacles.
- D. Wall plates and covers.

### 1.02 RELATED REQUIREMENTS

- A. Section 26 0526 Grounding and Bonding for Electrical Systems.
- B. Section 26 0533.16 Boxes for Electrical Systems.
- C. Section 26 0533.16 Boxes for Electrical Systems.

### 1.03 REFERENCE STANDARDS

- A. FS W-C-596 Connector, Electrical, Power, General Specification for; 2017h.
- B. FS W-S-896 Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); 2017g.
- C. NECA 1 Standard for Good Workmanship in Electrical Construction; 2010.
- D. NECA 130 Standard for Installing and Maintaining Wiring Devices; 2010.
- E. NEMA WD 1 General Color Requirements for Wiring Devices; 1999 (R 2010).
- F. NEMA WD 6 Wiring Devices Dimensional Specifications; 2012.
- G. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 20 General-Use Snap Switches; Current Edition, Including All Revisions.
- UL 498 Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- J. UL 514D Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- K. UL 943 Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.
- L. UL 1472 Solid-State Dimming Controls; Current Edition, Including All Revisions.

### 1.04 ADMINISTRATIVE REQUIREMENTS

### A. Coordination:

- Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
- 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
- 3. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
- 4. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

### B. Sequencing:

Do not install wiring devices until final surface finishes and painting are complete.

### 1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- C. Operation and Maintenance Data:

- 1. GFCI Receptacles: Include information on status indicators.
- D. Project Record Documents: Record actual installed locations of wiring devices.

### 1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.
- C. Products: Listed, classified, and labeled as suitable for the purpose intended.

### **PART 2 PRODUCTS**

### 2.01 WIRING DEVICES - GENERAL REQUIREMENTS

A. Provide wiring devices suitable for intended use with ratings adequate for load served.

### 2.02 MANUFACTURERS

- A. Hubbell Incorporated: www.hubbell-wiring.com.
- B. Leviton Manufacturing Company, Inc: www.leviton.com.
- C. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us
- D. Substitutions: See Section 01 6000 Product Requirements.
- E. Source Limitations: Where possible, provide products for each type of wiring device produced by a single manufacturer and obtained from a single supplier.

### 2.03 WIRING DEVICE APPLICATIONS

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.
- D. Provide tamper resistant receptacles for receptacles installed in dwelling units.
- E. Provide GFCI protection for receptacles installed within 6 feet of sinks.
- F. Provide GFCI protection for receptacles serving electric drinking fountains.
- G. Unless noted otherwise, do not use combination switch/receptacle devices.

### 2.04 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices, Unless Otherwise Indicated: White with white nylon wall plate.
- C. Wiring Devices Installed in Finished Spaces: White with white nylon wall plate.
- D. Wiring Devices Installed in Unfinished Spaces: Gray with galvanized steel wall plate.
- E. Wiring Devices Installed in Wet or Damp Locations: White with specified weatherproof cover.

### 2.05 WALL SWITCHES

- A. Wall Switches General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- B. Standard Wall Switches: Industrial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

### 2.06 WALL DIMMERS

- A. Wall Dimmers General Requirements: Solid-state with continuous full-range even control following square law dimming curve, integral radio frequency interference filtering, power failure preset memory, air gap switch accessible without removing wall plate, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 1472; types and ratings suitable for load controlled as indicated on the drawings.
- B. Control: Slide control type with separate on/off switch.
- C. Power Rating, Unless Otherwise Indicated or Required to Control the Load Indicated on the Drawings:
  - Electronic Low-Voltage: 400 VA.
- D. Provide accessory wall switches to match dimmer appearance when installed adjacent to each other.

### 2.07 RECEPTACLES

- A. Receptacles General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
  - 2. NEMA configurations specified are according to NEMA WD 6.
- B. Convenience Receptacles:
  - 1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
- C. GFCI Receptacles:
  - GFCI Receptacles General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
    - a. Provide test and reset buttons of same color as device.
  - Standard GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
  - 3. Weather Resistant GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations.

### 2.08 WALL PLATES AND COVERS

- A. Wall Plates: Comply with UL 514D.
  - Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard.
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- B. Nylon Wall Plates: Smooth finish, high-impact thermoplastic.
- C. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel.
- D. Galvanized Steel Wall Plates: Rounded corners and edges, with corrosion resistant screws.
- E. Weatherproof Receptacle Covers for Damp Locations: Gasketed, cast aluminum, with self-closing hinged cover and corrosion-resistant screws; listed as suitable for use in wet locations with cover closed.
- F. Weatherproof Receptacle Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

### PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### 3.03 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of wiring devices provided under this section.
  - 1. Mounting Heights: Unless otherwise indicated, as follows:
    - a. Wall Switches: 48 inches above finished floor.
    - b. Wall Dimmers: 48 inches above finished floor.
    - c. Receptacles: 18 inches above finished floor or 6 inches above counter.
      - Mount rececptacles in the Multipurpose building at 42 inches above finished floor in the following areas:
        - (a) High bay / shop areas.
        - (b) Metal & Wood shops.
        - (c) Where indicated on drawings.
  - 2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
  - 3. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.
  - 4. Locate wall switches on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
- F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- H. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.
- I. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- J. Install wall switches with OFF position down.

- K. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.
- L. Do not share neutral conductor on branch circuits utilizing wall dimmers.
- M. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- N. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- O. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

### 3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements, for additional requirements.
- B. Perform field inspection, testing, and adjusting in accordance with Section 01 4000.
- C. Inspect each wiring device for damage and defects.
- D. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
- E. Test each receptacle to verify operation and proper polarity.
- F. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- G. Correct wiring deficiencies and replace damaged or defective wiring devices.

### 3.05 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

### 3.06 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

### SECTION 26 2813 FUSES

### **PART 1 GENERAL**

### 1.01 SECTION INCLUDES

A. Fuses.

### 1.02 RELATED REQUIREMENTS

- A. Section 26 0553 Identification for Electrical Systems: Identification products and requirements.
- B. Section 26 2816.16 Enclosed Switches: Fusible switches.
- C. Section 26 2913 Enclosed Controllers: Fusible switches.

### 1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
    - a. Fusible Enclosed Switches: See Section 26 2816.16.
  - 2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
  - 3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 Product Requirements, for additional provisions.
  - 2. Extra Fuses: One set(s) of three for each type and size installed.
  - 3. Fuse Pullers: One set(s) compatible with each type and size installed.

### 1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.

### **PART 2 PRODUCTS**

### 2.01 MANUFACTURERS

- A. Bussmann, a division of Eaton Corporation: www.cooperindustries.com.
- B. Mersen (formerly Ferraz Shawmut): ferrazshawmut.mersen.com.
- C. Littelfuse, Inc: www.littelfuse.com.
- D. Substitutions: See Section 01 6000 Product Requirements.

### 2.02 APPLICATIONS

- A. General Purpose Branch Circuits: Class RK1, time-delay.
- B. Individual Motor Branch Circuits: Class RK1, time-delay.

### **2.03 FUSES**

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.
- C. Provide fuses of the same type, rating, and manufacturer within the same switch.

- D. Comply with UL 248-1.
- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.
- F. Voltage Rating: Suitable for circuit voltage.
- G. Class R Fuses: Comply with UL 248-12.
- H. Selectivity: Where the requirement for selectivity is indicated, furnish products as required to achieve selective coordination.

### PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.
- B. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 INSTALLATION

- A. Do not install fuses until circuits are ready to be energized.
- B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

### SECTION 26 5600 EXTERIOR LIGHTING

### **PART 1 GENERAL**

### 1.01 SECTION INCLUDES

A. Exterior luminaires.

### 1.02 RELATED REQUIREMENTS

- A. Section 26 0526 Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 Hangers and Supports for Electrical Systems.
- C. Section 26 0533.16 Boxes for Electrical Systems.
- D. Section 26 0923 Lighting Control Devices: Automatic controls for lighting including outdoor motion sensors, time switches, and outdoor photo controls.
- E. Section 26 5100 Interior Lighting.

### 1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - Coordinate placement of poles and associated foundations with utilities, curbs, sidewalks, trees, walls, fences, striping, etc. installed under other sections or by others. Coordinate elevation to obtain specified foundation height.
  - 2. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
  - 1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.
  - Provide electronic files of photometric data certified by a National Voluntary Laboratory
     Accreditation Program (NVLAP) lab or independent testing agency in IES LM-63 standard
     format upon request.
  - 3. Poles: Include information on maximum supported effective projected area (EPA) and weight for the design wind speed.
- C. Certificates for Poles and Accessories: Manufacturer's documentation that products are suitable for the luminaires to be installed and comply with designated structural design criteria.
- D. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 Product Requirements, for additional provisions.
  - 2. Extra Lamps: Ten percent of total quantity installed for each type, but not less than two of each type.
  - 3. Extra Ballasts and LED Drivers: Two percent of total quantity installed for each type, but not less than one of each type.
  - 4. Touch-Up Paint: 2 gallons, to match color of pole finish.
- F. Project Record Documents: Record actual connections and locations of pole foundations, luminaires, and any pull or junction boxes.

### 1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.

### 1.06 DELIVERY, STORAGE, AND HANDLING

- Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- Keep products in original manufacturer's packaging and protect from damage until ready for installation.

### 1.07 WARRANTY

- A. See Section 01 7800 Closeout Submittals, for additional warranty requirements.
- B. Provide 2-year manufacturer warranty for all LED luminaires, including drivers.

### **PART 2 PRODUCTS**

### 2.01 MANUFACTURERS

- As scheduled.
- B. Substitutions: See Section 01 6000 Product Requirements.

### 2.02 LUMINAIRE TYPES

Furnish products as indicated in luminaire schedule included on the drawings.

### 2.03 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
- H. LED Luminaires:
  - 1. Components: UL 8750 recognized or listed as applicable.
  - 2. Tested in accordance with IES LM-79 and IES LM-80.
  - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.
- . Exposed Hardware: Stainless steel.

### **PART 3 EXECUTION**

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### 3.03 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires in accordance with NECA/IESNA 501.
- D. Provide required support and attachment in accordance with Section 26 0529.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.
- G. Pole-Mounted Luminaires:
  - 1. Maintain the following minimum clearances:
    - a. Comply with IEEE C2.
    - b. Comply with utility company requirements.
  - 2. Foundation-Mounted Poles:
    - a. Install foundations plumb.
    - b. Install poles plumb, using leveling nuts or shims as required to adjust to plumb.
    - c. Tighten anchor bolt nuts to manufacturer's recommended torque.
    - d. Install non-shrink grout between pole anchor base and concrete foundation, leaving small channel for condensation drainage.
    - e. Install anchor base covers or anchor bolt covers as indicated.
  - 3. Grounding:
    - a. Bond luminaires, metal accessories, metal poles, and foundation reinforcement to branch circuit equipment grounding conductor.
  - 4. Install separate service conductors, 12 AWG copper, from each luminaire down to handhole for connection to branch circuit conductors.
- H. Install accessories furnished with each luminaire.
- I. Bond products and metal accessories to branch circuit equipment grounding conductor.
- J. Install lamps in each luminaire.

### 3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.
- C. Operate each luminaire after installation and connection to verify proper operation.
- D. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.
- E. Measure illumination levels at night with calibrated meters to verify compliance with performance requirements. Record test results in written report to be included with submittals.

### 3.05 ADJUSTING

A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.

### 3.06 CLEANING

A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

### 3.07 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 Closeout Submittals, for closeout submittals.
- B. Demonstration: Demonstrate proper operation of luminaires to Architect, and correct deficiencies or make adjustments as directed.

### 3.08 PROTECTION

A. Protect installed luminaires from subsequent construction operations.

# **APPENDIX 1**

# **Supplemental Information**

The following information is provided as supplemental information to relay the design intent in regards to equipment configuration, size, and location parameters. It does not relieve the responsibility to coordinate the work and final selection of units for the application, in compliance with the project documents, and provide original, detailed submittals for each unique unit and location.

# **Unit Report For CH-1 and 2**

Project: Camp Dawson Chiller replacment Prepared By:

07/24/2025 01:51PM

### **Unit Information**

Tag Name:	30XV200 Air Cooled VFD Screw 460-3-60	V-Ph-Hz
Manufacturing Source:	Charlotte, NC USA R-513A	
Capacity Control Steps:		
Minimum Capacity:		%
Shipping Weight:	13277	lb
Operating Weight:	13503	lb
Unit Length:	253	in
Unit Width:		in
Unit Height:	99	in

### **Accessories and Installed Options**

Isolation Valve(s)
Suction Line Insulation
Control Transformer
Non-Fused Disconnect
EMM (includes GFI Convenience Outlet)
Flooded Evaporator, 2 pass for Brine Application, w/ Heater
Low Sound Kit
Variable Speed Condenser Fans
None
Full Hail Guard
R-513A
Low Ambient Head Pressure Control
Display Heater for Control Panel
Standard Tier

### Chiller Warranty Information (Note: for US & Canada only)

First Year - Parts Only (Standard)
Start up, First Unit
Start up, Each Additional Unit
Compressor Years 2-5 Parts & Carrier CCS Labor
Complete Unit Year 2 Parts & Carrier CSS Labor

### **Ordering Information**

Part Number	Description	Quantity
30XV-2006SL22Q4D3	Packaged Chiller	2
	Base Unit	
	Isolation Valve(s)	
	Suction Line Insulation	
	Control Transformer	
	Non-Fused Disconnect	
	EMM (includes GFI Convenience Outlet)	
	Flooded Evaporator, 2 pass for Brine Application, w/ Heater	
	Low Sound Kit	
	Variable Speed Condenser Fans	
	None	
	Full Hail Guard	
	R-513A	
30XV70001601	Display Heater for Control Panel	1

# **Detailed Performance Summary For CH-1 and 2**

Project: Camp Dawson Chiller replacment

07/24/2025 Prepared By: 01:51PM





# AquaForce™ Air-Cooled Variable Speed Screw Chiller



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Ur	۱ıt	Int	ori	ma	tio	n

Tag Name:	CH-1 and 2	
Model Number:		
Condenser Type:	Air Cooled	
Compressor Type:		
Nameplate Voltage:		V-Ph-H
Quantity:		
Manufacturing Source: Charlot	tte, NC USA	
ASHRAE 90.1: <b>2022 pat</b>	h B & older	
Refrigerant:	R-513A	
Minimum Capacity:	16.00	%
Shipping Weight:	13277	lb
Operating Weight:	13503	lb
Refrigerant Weight (Circuit A):		lb
Refrigerant Weight (Circuit B):	176	lb
Unit Length:		in
Unit Width:		in
Unit Height:		in
Required Pad Length:	235	in
Minimum Outdoor Operating Te	mp: <b>-20.0</b>	°F

### **Performance Information**

Cooling Capacity:	191.9	Tons
Total Compressor Power:	220.3	kW
Total Fan Motor Power:	13.60	kW
Total Unit Power (without pump):	237.8	kW
Efficiency (without pump) (EER):	9.685	BTU/Wh

### **Evaporator Information**

Fluid Type:	Propylene Glycol	
Brine Concentration:	30.00	%
Fouling Factor:	0.000100	(hr-sqft-F)/BTU
Leaving Temperature:	44.00	°F
Entering Temperature:	54.46	°F
Fluid Flow:	460.0	gpm
Fluid Flow Min:	218.7	gpm
Fluid Flow Max:	946.0	gpm
Pressure Drop:	25.9	ft H2O

### **Condenser Information**

Altitude:	0.000	ft
Number of Fans:	10	
Total Condenser Fan Air Flow:	145,000	CFM
Entering Air Temperature:	95.0	°F

### **Integrated Pump Information**

No Pump Selected

### **Accessories and Installed Options**

Isolation Valve(s) Suction Line Insulation Control Transformer Non-Fused Disconnect EMM (includes GFI Convenience Outlet)

Flooded Evaporator, 2 pass for Brine Application, w/ Heater

Low Sound Kit

Variable Speed Condenser Fans

None

Full Hail Guard

R-513A

Low Ambient Head Pressure Control Display Heater for Control Panel

Standard Tier

### **Electrical Information**

Unit Voltage:	460-3-60	V-Ph-Hz
Connection Type:	Single Point	
Minimum Voltage:	414	Volts
Maximum Voltage:	506	Volts
SCCR:	25	kA

	Electrical	Electrical
Amps	Circuit 1	Circuit 2
MCA	372.0	
MOCP	500.0	
Rec Fuse Size	450.0	

# **Detailed Performance Summary For CH-1 and 2**

Project: Camp Dawson Chiller replacment Prepared By:

07/24/2025 01:51PM

### Integrated Part Load Value (AHRI)

IPLV.IP: 19.53 BTU/Wh

Unit Performance				
Percent of Full Load Capacity, %	100.00	75.00	50.00	25.00
Percent of Full Load Power, %	100.00	49.65	22.40	9.25
Unloading Sequence	A	A	A	Α
Cooling Capacity, Tons	195.9	146.9	97.93	48.97
Total Unit Power, kW	237.5	117.9	53.20	21.97
Efficiency (EER), BTU/Wh	9.895	14.95	22.09	26.74
Evaporator Data				
Fluid Entering Temperature, °F	54.00	51.49	48.99	46.50
Fluid Leaving Temperature, °F	44.00	44.00	44.00	44.00
Fluid Flow Rate, gpm	468.3	468.3	468.3	468.3
Fouling Factor, (hr-sqft-F)/BTU	0.000100	0.000100	0.000100	0.000100
Pressure Drop, psi	12.6	12.6	12.7	12.7
Condenser Data				
Entering Air Temperature, °F	95.0	80.0	65.0	55.0

Sound power measured in accordance with ANSI/AHRI Standard 370-2015.

Outside the scope of AHRI Air-Cooled Water-Chilling Packages Certification Program or not optionally certified, but is rated in accordance with AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI).

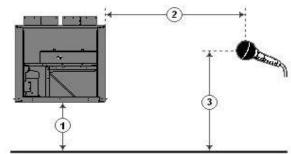
# **Detailed Performance Summary For CH-1 and 2**

Project: Camp Dawson Chiller replacment

07/24/2025 Prepared By: 01:51PM

### **Unit Parameters**

ilit Farailleters		
Tag Name:	CH-1 and 2	
Model Number:		
Condenser Type:	Air Cooled	
Compressor Type:	VFD Screw	
Chiller Nameplate Voltage:		V-Ph-Hz
Quantity:	2	
Manufacturing Source:	Charlotte, NC USA	
Refrigerant:	R-513A	
Shipping Weight:	13277	lb
Operating Weight:		
Refrigerant Weight (Circuit A):	165	lb
Refrigerant Weight (Circuit B):		
Unit Length:	253	in
Unit Width:	88	in
Unit Height:	99	in
Required Pad Length:	235	in



- 1 Chiller Height Above Ground
- 2 Horizontal Distance From Chiller to Receiver
- 3 Receiver Height Above Ground (See Note 3)

### **Accessories and Installed Options**

Isolation Valve(s) Suction Line Insulation Control Transformer Non-Fused Disconnect

EMM (includes GFI Convenience Outlet)

Flooded Evaporator, 2 pass for Brine Application, w/ Heater Low Sound Kit

Variable Speed Condenser Fans

None

Full Hail Guard

R-513A

Display Heater for Control Panel

### **Acoustic Information**

Table 1. A-Weighted Sound Power Levels (dB re 1 picowatt). See note #1.

Octave Band Center Frequency, Hz	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	63	77	82	88	91	90	86	77	96
75% Load	62	75	79	90	88	86	81	73	94
50% Load	58	68	80	84	82	79	71	69	88
25% Load	54	63	75	78	77	74	65	65	83

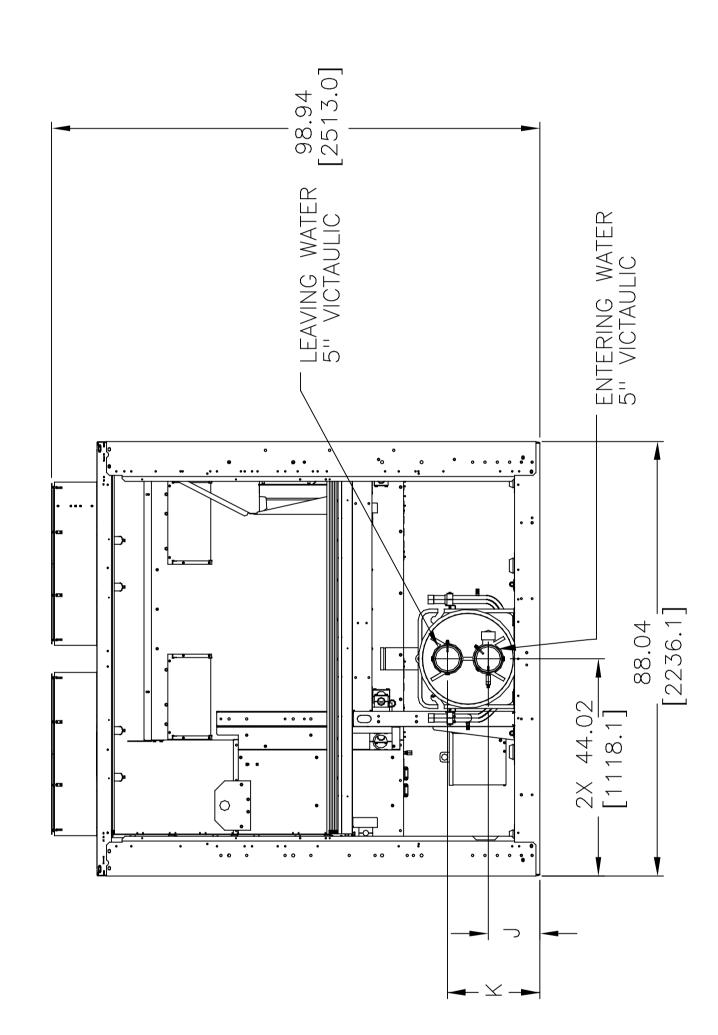
Table 2. A-Weighted Sound Pressure Levels (dB re 20 micropascals) calculated based upon user defined input for dimensions 1, 2 and 3 as shown in above diagram. See note #2 and #3.

Octave Band Center Frequency, Hz		125	250	500	1k	2k	4k	8k	Overall
100% Load	34	48	52	59	62	61	57	48	66
75% Load	33	45	50	61	58	57	52	44	64
50% Load	29	38	51	55	53	50	42	40	59
25% Load	25	33	46	49	48	45	36	36	54

Notes: (1) Measurements performed in accordance with AHRI Standard 370-2015 for air cooled Chillers.

- (2) Chiller is assumed to be a point source on a reflecting plane.
- (3) Without user defined input, the default dimensions used to construct Table 2 are as follows:
  - 1 Chiller Height Above Ground = 0.0 ft
  - 2 Horizontal Distance From Chiller to Receiver = 30.0 ft
  - 3 Receiver Height Above Ground = 3.0 ft

7	10.44[265.2]	10.44[265.2]	10.44[265.2]	10.19[258.9]
$\times$	18.71[475.2]	18.71[475.2]	18.71[475.2]	20.90[530.9]
TINO	140 HIGH	160 MID	180 MID	200 STD



FLOODED EVAPORATOR FOR BRINE, 2 PASS

# MAIN ONA JANEL END NON NYO

THIS DOCUMENT IS THE PRO-PERTY OF CARRIER CORP. AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DIS-CLOSED OR USED WITHOUT CARRIER CORP. WRITTEN

REVISION:

CARRIER DWG # 30xv60001000-N REV. \_\_ SHT 01 OF 01

SUPERSEDES DWG. DATED:

DATE: 7-15-2020

 $X \cup X \cup X$ 

SUBMISSION OF THESE DWG'S.
OR DOCUMENTS DOES NOT
CONSTITUTE PART PERFOR—
MANCE OR ACCEPTANCE OF
CONTRACT.

company 13221										
A United Technologies Cox 4808, SYRACUSE, N.Y.	JOB NAME: - BUYER:	SALES ENG.: MODEL NO.:	JOB NO.: - P.O. NO.:	PREPARED BY:	ELECTRICAL CHARACTERISTICS: -	JOBSITE LOCATION:	SALES OFFICE:	REFRIGERANT NO.:	NOTES:	COND: 1, 1A-1F COOLER: 2, 2A-2G MACHINE ASSEMBLY NON CONTROL PANEL VIEW  DATE: -
	•			,		•				

	NON-FUSED DISCONNECT HANDLE [SINGLE POINT POWER] 98.94	47.50	1206.5]		
56.00 [965.2]				85.04±0.10 [2159.9±2.5] MOUNTING HOLES	88.04
	NON-FUSED DISCONNECT HANDLE [DUAL POINT POWER]	A 77 77 VC	[1212.9]		

MIN ONE PANEL END VX05

CARRIER DWG # 30xv60001000-C REV. \_\_ SHT 01 OF 01

SUPERSEDES DWG. DATED:

DATE: 7-15-2020

03

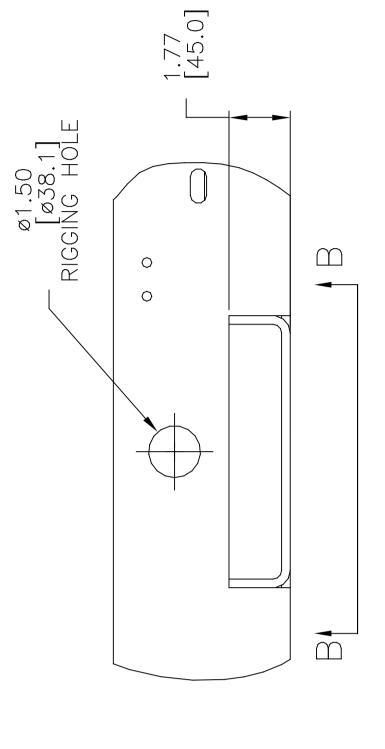
>X05

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THIS DOCUMENT IS THE PRO-PERTY OF CARRIER CORP. AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DIS-CLOSED OR USED WITHOUT CARRIER CORP. WRITTEN CONSENT. P.O. BOX 4808, SYRACUSE, N.Y. 13221 VIEW COND: 1, 1A-1F COOLER: 2, 2A-2G MACHINE ASSEMBLY JOBSITE LOCATION: REFRIGERANT NO .: ELECTRICAL CHARACTERISTICS: PANEL BY: OFFICE: ENG:: REVISION: .: 0 N JOB NAME: PREPARED .: NO.: .: NO: CONTROL NOTES: DATE: BUYER: SALES MODEL SALES . О. JOB

				)	CENTER OF GRAV	OF GRAV	<u> </u>			
F			0	CGx						
	MCHX	X	AL/CU	CU	CU,	cn/cn	3	\ \ \ \ \ \	3	700
	NCH	N N	INCH	$\mathbb{X}$	INCH	$\boxtimes$	INCH	× ×	INCH	$\mathbb{A}$
V-140 HIGH	103.0	103.0 2616 103.8	103.8	2636	105.2	2673	45.7	1162	34.2	868
30XV-160 MID	102.4		103.3	2623	2602 103.3 2623 104.7	2660	45.7	1161	33.9	861
30XV-180 MID	103.4	2627	104.2	2647	105.6	2682	45.7	1161	33.8	859
30XV-200 STD	102.7		2609 103.6 2630 105.0 2667	2630	105.0	2667	45.7	1161	33.8	859

SYMBOL DENOTES CG 



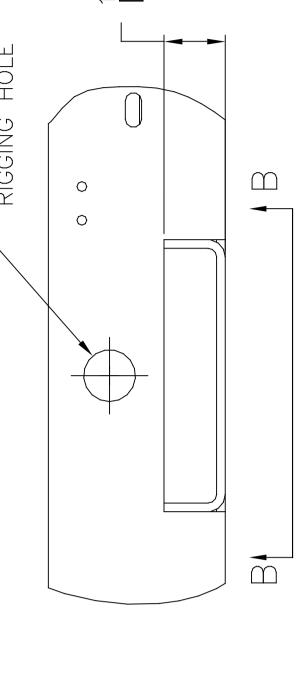
Callified Technologies Company

P.O. BOX 4808, SYRACUSE, N.Y. 13221

NAME:

JOB

BUYER:



ENG::

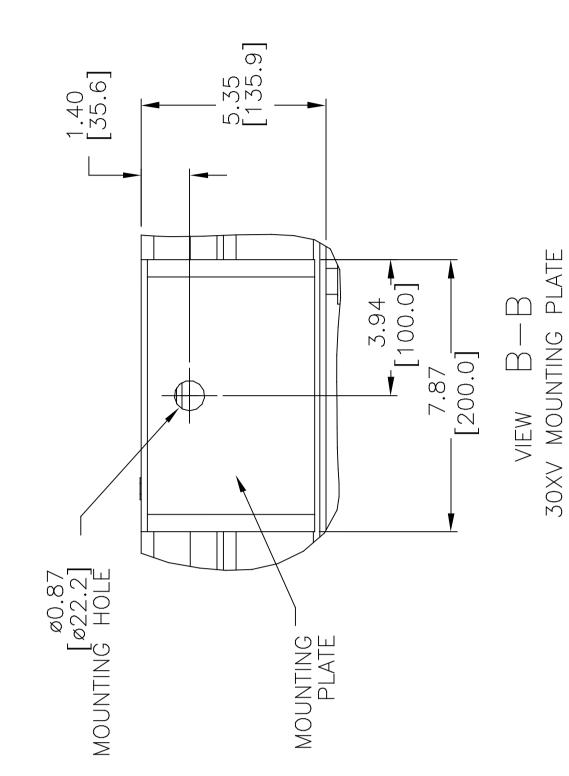
SALES

:: 0 N

MODEL

APLCS

DETAIL AT (8)



JOBSITE LOCATION:

ELECTRICAL CHARACTERISTICS:

BY:

PREPARED

:: 0 N

. О.

:: 0 N

JOB

OFFICE: SALES

141.10 [3584.0]

94.11

:: 0 N REFRIGERANT NOTES:

COND: 1, 1A-1F COOLER: 2, 2A-2G MACHINE ASSEMBLY FRONT VIEW

98.94 [2513.0]

DATE:

REVISION:

CGZ

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CONTRACT.

 $\triangleleft$ 

 $\forall$ 

DET,

-SEE

47.01 [1194.0] • MOUNTING

78.02 - [1981.6] -UNIT MOUNTING

78.02 [1981.7] F MOUNTING

16.10 [408.9]

27.60 [700.9]

TRANSFORMER (OPTIONAL)

235.24 [5975.1]

CARRIER DWG # 30xv60001000-F SHT 01 0F 01 SUPERSEDES DWG. DATED: DATE: 7-15-2020 REV.

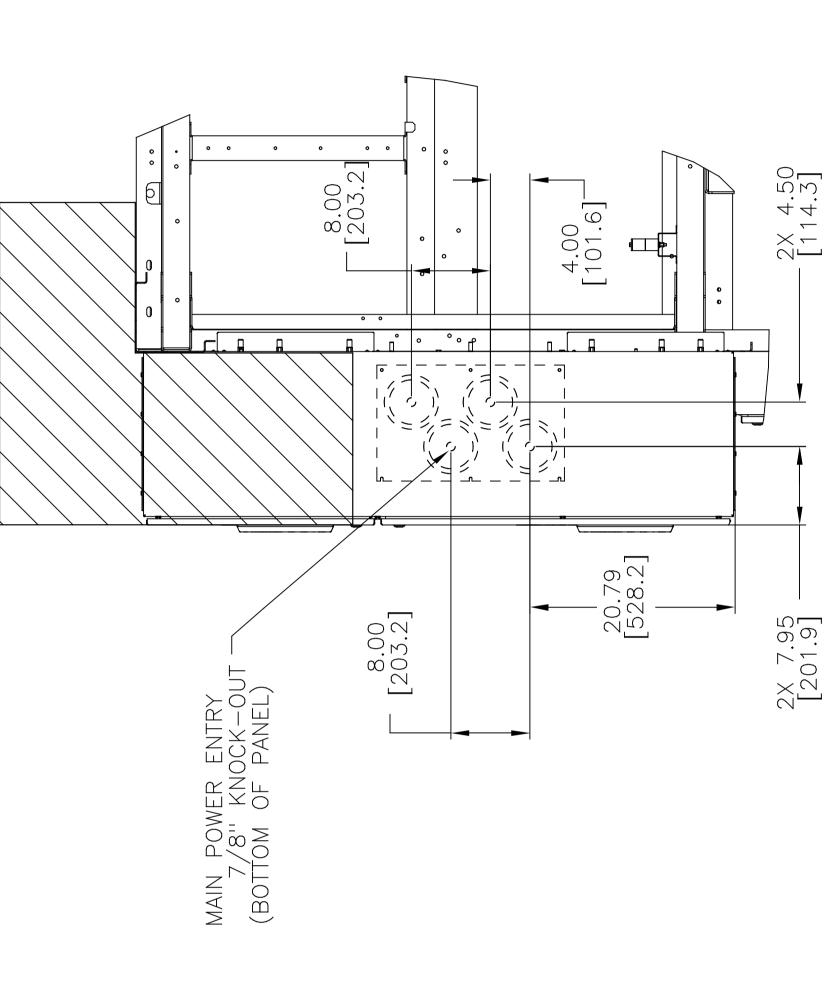
		cu cu/cu csy csz	MM INCH MM INCH MM	103.0 2616 103.8 2636 105.2 2673 45.7 1162 34.2 868	102.4 2602 103.3 2623 104.7 2660 45.7 1161 33.9 861	103.4 2627 104.2 2647 105.6 2682 45.7 1161 33.8 859	1027 2609 1036 2630 1050 2667 757 1161 338 859
		AL/CU	INCH	103.8	103.3	104.2	103 G
		X	$\mathbb{A}$	2616	2602	2627	2600
		MCHX	INCH	103.0	102.4	103.4	1007
				30XV-140 HIGH	30XV-160 MID	30XV-180 MID	CTS OCC_VYOR

CG

DENOTES

SYMBOL

POWER SUPPLY CONDUIT ROUTING. PLACE CONDUIT IN FRONT OF CONTROL FOR SERVICE IS REQUIRED. PREFERRED MAIN F LOCATION-DO NOT ACCESS F GENERIC



2X 7.95 [201.9]

53.05[1347.5] 53.05[1347.5] 53.05[1347.5] 49.90[1267.5]

140 HIGH 160 MID 180 MID 200 STD

88.04 [2236.1] 29.39 - [746.5] PIPING ENTRANCE DETAIL C (TOP VIEW- KNOCK OUTS ON BOTTOM OF CONTROL BOX) COOLER TUBE SERVICE AREA 117.30 [2979.5] 31.45 [798.8] ENTERING WATER & LEAVING CONDENSOR FAN VFD'S CIRCUIT B COMPRESSOR AREA SERVICE 252.74 [6419.6] **(()** .**:**◎ COIL - CIRCUIT A COMPRESSOR OF THE · -SIDE 42 EACH SEE NOTE FROM CGX  $\leq$ **—** 1219. CGy 48.0[ AREA SERVICE

25.45"R -[646mm]

35.44"R -[900mm]

23.12"R [587mm]

**DETAIL** 

SEE

A United Technologies Company P.O. BOX 4808, SYRACUSE, N.Y. 13221 Called Technologie PANEL.

ENG. NAME: BUYER: SALES JOB

.: 0 N JOB

MODEL

:: 0 N . О.

 $\overset{\text{B}}{\prec}$ PREPARED ELECTRICAL CHARACTERISTICS:

LOCATION: JOBSITE

OFFICE: SALES

.:. 0 N

REFRIGERANT

NOTES:

14-COND:

COOLER: 2, 2A-2G MACHINE ASSEMBLY

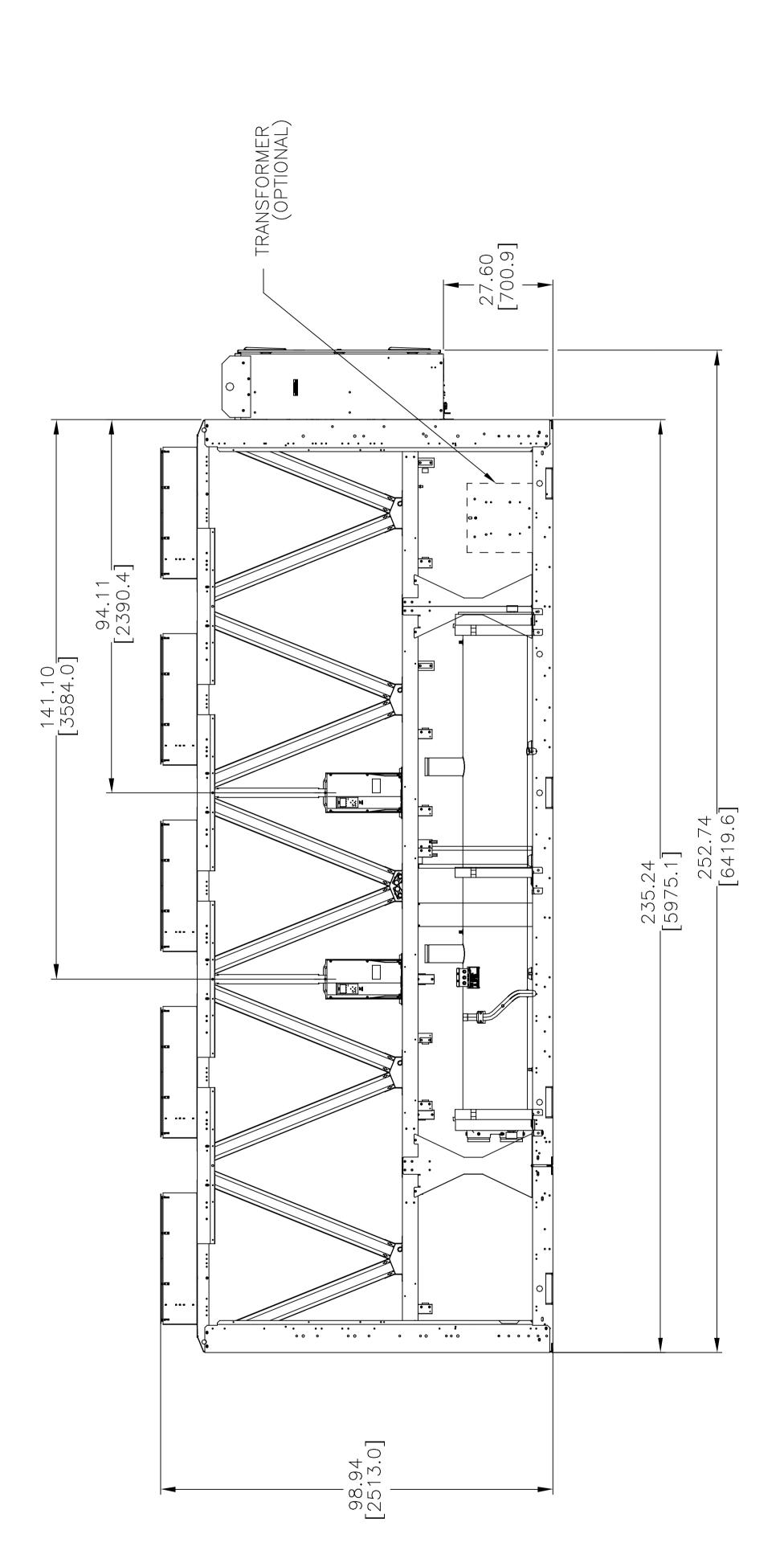
PLAN VIEW DATE:

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CARRIER DWG # 30xv60001000-P DATED: SHT 01 0F 01 SUPERSEDES DWG. DATE: 7-15-2020

02



P.O. BOX 4808, SYRACUSE, N.Y. 13221 COND: 1, 1A-1F COOLER: 2, 2A-2G MACHINE ASSEMBLY JOBSITE LOCATION: REFRIGERANT NO .: ELECTRICAL CHARACTERISTICS: BY: OFFICE: ENG:: :: 0 N REVISION: NAME: REAR VIEW PREPARED .: NO. :: 0 N DATE: NOTES: BUYER: SALES MODEL SALES JOB . О. JOB

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CARRIER DWG # 30xv60001000-R REV. — SHT 01 OF 01 SUBMISSION OF THESE DWG'S.
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MANCE OR ACCEPTANCE OF
CONTRACT. DATE: 7-15-2020

03 T S

SUPERSEDES DWG. DATED:

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2600000013

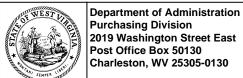
**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Adden	ndum N	umbers Received:		
(Check	the bo	x next to each addendum recei	ived)	
	$\boxtimes$	Addendum No. 1		Addendum No. 6
		Addendum No. 2		Addendum No. 7
		Addendum No. 3		Addendum No. 8
		Addendum No. 4		Addendum No. 9
		Addendum No. 5		Addendum No. 10
further discuss	unders	tand that that any verbal representation	sentatio atives a	Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
				ProntoTech LLC
				Company
				Ph 042
				Authorized Signature
			1	12/14/2025

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Date



## State of West Virginia Centralized Request for Quote

Proc Folder:	1820997				Reason for Modification:
	Construction: Camp Dawsor	n - RTI Chiller Re	placement		Addendum No. 1
-	·		•		
Proc Type:	Central Purchase Order				
Date Issued	Solicitation Closes	Solicitation No			Version
2025-12-08	2025-12-16 13:30	CRFQ 0603	ADJ260000013		3
BID RECEIVING LO	ACATION .				
	CATION				
BID CLERK DEPARTMENT OF	A DMINII CTD A TIONI				
PURCHASING DIVI					
2019 WASHINGTON					
CHARLESTON	WV 25305				
US	20000				
VENDOR					
Vendor Customer	Code:				
Vendor Name :					
Address:					
Street :					
City:					
State :		Country:		Zip :	
Principal Contact :					
Vendor Contact Ph	one:	E	Extension:		
	N CONTACT THE BUYER				
David H Pauline					
304-558-0067 david.h.pauline@wv	dov				

All offers subject to all terms and conditions contained in this solicitation

Vendor Signature X

 Date Printed:
 Dec 8, 2025
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

**DATE** 

FEIN#

### **ADDITIONAL INFORMATION**

Addendum No. 1

To move the bid opening date and time to December 16, 2025, at 1:30 pm., EST.

No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	- RTI Chiller Replacement	0.00000			

Comm Code	Manufacturer	Specification	Model #	
72000000				

### **Extended Description:**

See the Bid Form to input pricing.

Contract Item #1- Lump Sum Price for Base Bid for Replacement of the RTI replacement.

### **SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<b>Event Date</b>
1	Mandatory Prebid Meeting at 10:00 am., EST.	2025-11-18
2	Vendor Technical Quesitons Due By 11:00 am., EST.	2025-12-03

# SOLICITATION NUMBER: CRFQ ADJ2600000013

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("ADJ260000013") to reflect the change(s) identified and described below.

Applicable Addendum Category	Αp	plic	able	Add	lend	um (	Category	<b>7:</b>
------------------------------	----	------	------	-----	------	------	----------	-----------

$\boxtimes$	Modify bid opening date and time.
	Modify specifications of product or service being sought.
	Attachment of vendor questions and responses.
	Attachment of pre-bid sign-in sheet.
	Correction of error.
	Other.

### **Description of Modification to Solicitation:**

1. To move the Bid Opening Date and Time to December 16, 2025, at 1:30 pm., EST.

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2600000013

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

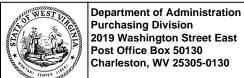
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

	Numbers Received: ox next to each addendum	n received)	
$\boxtimes$	Addendum No. 1		Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9
	Addendum No. 5		Addendum No. 10
further under discussion he	estand that that any verbal eld between Vendor's repr	representation resentatives a	Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.

	Company
	Pa Ofr
	Authorized Signature
12/14/2025	
	Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

ProntoTech LLC



## State of West Virginia Centralized Request for Quote

-danish.				
Proc Folder:	1820997			Reason for Modification:
	Description: Construction: Camp Dawson - RTI Chiller Replacement			Addendum No. 3
Proc Type:	Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No		Version
2025-12-11	2025-12-16 13:30	CRFQ 0603	ADJ2600000013	4
BID RECEIVING LO	DCATION			
BID CLERK				
	ADMINISTRATION			
PURCHASING DIV				
2019 WASHINGTO				
CHARLESTON	WV 25305			
US				
VENDOR				
Vendor Customer	Code:			
Vendor Name :				
Address :				
Street :				
City:				
State :		Country:		Zip:
Principal Contact	:			
Vendor Contact P	hone:	i	Extension:	
FOR INFORMATIO	N CONTACT THE BUYER			
David H Pauline				
304-558-0067				
david.h.pauline@wv	v.gov			

All offers subject to all terms and conditions contained in this solicitation

Vendor Signature X

 Date Printed:
 Dec 11, 2025
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

**DATE** 

FEIN#

### **ADDITIONAL INFORMATION**

Addendum No. 3

To Provide Project Clarification, see attached

To Provide Responses to the Vendor Technical Questions, see attached.

The Bid Opening Date and Time Remains December 16, 2025, at 1:30 pm., EST.

No other changes.

INVOICE TO		SHIP TO		
OFFICE		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD		
CHARLESTON US	WV	KINGWOOD US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	<b>Unit Price</b>	Total Price
1	- RTI Chiller Replacement	0.00000			

Comm Code Manufacturer		Specification	Model #	
72000000				

### **Extended Description:**

See the Bid Form to input pricing.

Contract Item #1- Lump Sum Price for Base Bid for Replacement of the RTI replacement.

### **SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	Event Date
1	Mandatory Prebid Meeting at 10:00 am., EST.	2025-11-18
2	Vendor Technical Quesitons Due By 11:00 am., EST.	2025-12-03

# SOLICITATION NUMBER: CRFQ ADJ2600000013

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("ADJ2600000013") to reflect the change(s) identified and described below.

Applicable Addendum Category	Api	plical	ble A	dden	dum	Category
------------------------------	-----	--------	-------	------	-----	----------

	Modify bid opening date and time.
	Modify specifications of product or service being sought.
$\boxtimes$	Attachment of vendor questions and responses.
	Attachment of pre-bid sign-in sheet.
	Correction of error.
$\boxtimes$	Other.

### **Description of Modification to Solicitation:**

- 1. To Provide Project Clarifications, see attached
- 2. To Provide Responses to the Vendor Technical Questions, see attached
- 3. The Bid Opening Date and Time remains December 16, 2025, at 1:30 pm. EST.

No other changes

**Additional Documentation: Documentation** related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



# DEPARTMENT OF THE ARMY JOINT FORCES HEADQUARTERS WEST VIRGINIA 1707 COONSKIN DRIVE CHARLESTON, WEST VIRGINIA 25311-1026

December 11, 2025

## **ADDENDUM NO. 03- CRFQ-ADJ2600000013**

RE: Construction – Camp Dawson RTI Chiller Replacement

West Virginia Army National Guard

Camp Dawson Army Training Site, Kingwood, WV

TO: Prospective Bidders

FROM: West Virginia Army National Guard

NOTE: This Addendum forms a part of the Contract Documents and modifies the original

Bidding Documents.

### **PART 1 – INFORMATION FOR BIDDERS**

To provide: 1. Project Clarifications

2. Responses to Questions

### PART 2 - BIDDERS' QUESTIONS AND RESPONSES

See Attached

**END OF ADDENDUM** 



Project Name: WVANG Dawson RTI Chiller Replacement

**Date**: 12/11/2025 **Addendum** #: 3

### **Project Clarifications:**

1) Provide Pete's plugs in addition to the gauges at all gauge locations on the pumps and chiller barrel inlet and outlets, also on any circuit setters.

2) The project includes installing new ABB HVAC VFD's with vertical bypass isolation bypass on pumps 6, 7, 8, 9. Vendor will provide one drive control interface per drive. Minimum VFD size for all four pumps is a NEMA size 3.

3) The rod spacing for the ½" tie rods will be 16" on center rebar epoxied into the existing and greased on the new work, prior to pouring concrete. Provide 6 X 6 WWF on all put back concrete.

4) The exact thicknesses of the existing enclosure floor and chiller pad is unknown.

### **Contractor Questions:**

- 1) QUESTION: Are chillers and pumps required to be BABA (Build America, Buy America) certified? ANSWER: There is no BABA requirement for this project.
- 2) QUESTION: Do you have current controls company on Chiller, Pumps or this building? If so would you be able to provide your controls company info. ANSWER: The existing control system is Andover. The following points related to the chillers and pumps must be re-connected. No upgrade of the existing control system will be included in this project as the BAS will be replaced in a follow-on project. Any existing BACNET interface to the existing chillers will be re-established by the project.

Comm 39-Chiller

### Inputs

17 - Chiller 1 Status

18 - Chiller 2 Status

41 - CWD Diff Pressure

42 - CW Return 1

43 - CW Return 2

44 - CW Supply 1

45 - CW Supply 2

232 - Pump 3 Status

233 - Pump 4 Status

234 - Pump 5 Status

235 - Pump 6 Status

236 - Pump 7 Status

#### Outputs

7 - Change Over Valve

8 - Chiller 1

9 - Chiller 2

### ADDENDUM

- 234 Pump 3 235 - Pump 4
- 236 Pump 5
- 237 Pump 6
- 238 Pump 6 Speed
- 239 Pump 7

substitution is denied.

- 240 Pump 7 Speed
- 3) QUESTION: What size are the transformers? No conduit or wire size shown either. Please provide either the transformer size and we can size the wire or provide the conduit and wire size. ANSWER: Utilize #8s for line and load side for both sets of transformers. Use 1" Conduit. For pumps 6 & 7, existing transformers are both 27 KVA. For pumps 8 & 9, existing transformers are both 20 KVA.
- 4) QUESTION: Can the attached Trane chiller be approved as an acceptable alternate to the basis of design? ANSWER: The requested substitution does not meet the project requirements and specifications and does not meet or exceed the specifications of the design basis chiller. The request for
- 5) QUESTION: The Bid Form for this project states the following is required: B. We agree to submit the following Supplements to Bid Forms within 72 hours after submission of this bid for additional bid information: 1. AIA A305 - Contractor's Qualification Statement Can you please advise if just the low bidder needs to send this and who will this

ANSWER: Only the low bidder needs to provide the AIA A305 Form, and it will be submitted to the engineering firm.

6) QUESTION: We are preparing our bid submission and want to ensure compliance with all applicable requirements. Please confirm that the attached Davis-Bacon Wage Determination rates are the correct ones to use for this project. If these rates are not correct, kindly provide the appropriate wage determination or guidance on where to obtain the correct information

ANSWER: As previously stated at the Mandatory Pre-Bid meeting Davis-Bacon Wage rates are available on the Federal Department of labor's website. See the following website for details. https://sam.gov/wage-determinations

### **Bid Date/Time:**

Refer to the date and time indicated by WV OASIS.

need to go to?

## **ADDENDUM**

All herein becomes part of the scope project documents and the scope of project work. Contractor is to acknowledge this as Addendum #3 on the Bid Form.

Respectfully submitted this 11th day of December 2025.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2600000013

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)								
	$\boxtimes$	Addendum No. 1		Addendum No. 6				
	$\boxtimes$	Addendum No. 2		Addendum No. 7				
	$\boxtimes$	Addendum No. 3		Addendum No. 8				
		Addendum No. 4		Addendum No. 9				
		Addendum No. 5		Addendum No. 10				
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.								
	ProntoTech LLC							
	Company							
	B, 042							

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

12/14/2025

**Authorized Signature** 

Date

### **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the unders	signed, Prontotech, LLC
of 120 Harmony Road, Wexford, PA 15090	, as Principal, and FCCI Insurance Company
	oration organized and existing under the laws of the State of
with its principal office in the City of Sarasota	, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amo	
well and truly to be made, we jointly and severally bind ourselves, our he	
	the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto WVARNG Camp Dawson RTI Chiller Replacement	and made a part hereof, to enter into a contract in writing for
1001 Army Road, Kingwood, WV 26537	
NOW THEREFORE,	
attached hereto and shall furnish any other bonds and insurance requir the agreement created by the acceptance of said bid, then this obligatio full force and effect. It is expressly understood and agreed that the lia	in shall be null and void, otherwise this obligation shall remain in
event, exceed the penal amount of this obligation as herein stated.	
The Surety, for the value received, hereby stipulates and agre way impaired or affected by any extension of the time within which the waive notice of any such extension.	es that the obligations of said Surety and its bond shall be in no ne Obligee may accept such bid, and said Surety does hereby
WITNESS, the following signatures and seals of Principal and	Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 9th	_day of December, 20 25
Principal Seal	Prontotech, LLC Brian Putos
	(Name of Principal) By
	(Must be President, Vice President, or Duly Authorized Agent)
	Member
	(Title)
Surety Seal	FCCI Insurance Company
of CANCE Con.	(Name of Surety)
A Service Control of the Control of	
SEAL 1994	Madelnuk Rechtemuald  Madeline P. Recktenwald, Attorney-in-Fact
The FLORION AND THE STATE OF TH	Madeline P. Recktenwald, Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



### **GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Joshua Restauri; Wendy A. Bright; Barbara A. Leeper; Patti K. Lindsey; William M. Chapman; Giavonna D. Tavella; Madeline P. Recktenwald; Pamela M. Anderson; Natasha Kerr; Cheri L. Ritz; Kailee M. Rousseau; Gracie O. Lowden; Nicholas A. Burke; Matthew M. Eperesi; Natalie Meyer

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship \$40,000,000.00 executed under this authority shall exceed the sum of (not to exceed \$40,000,000.00):

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized

officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024. Attest: Christopher Shoucair. Christina D. Welch, President EVP. CFO. Treasurer. Secretary **FCCI Insurance Company FCCI Insurance Company** State of Florida County of Sarasota Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein. Reggo Snow Notary Public My commission expires: 2/27/2027 PEGGY SNOW Commission # HH 326535 State of Florida County of Sarasota Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein. Reggo Snow My commission expires: 2/27/2027 Commission # HH 326535 Expires February 27, 2027 CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this	9th	day of _December			
		Owi			
Christopher Shoucair, EVP, CFO, Treasurer, Secretary					
	F	CCI Insurance Company			