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SENIOR CITIZENS' CENTER HVAC REPLACEMENT

BIG HORN COUNTY
GREYBULL, WYOMING



SHEET INDEX

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SET NO.:

MECHANICAL SYMBOLS

—●— COLD WATER PIPE	—●●— HOT WATER PIPE	—●●●— CIRCULATING HOT WATER PIPE
- - - UNDERGROUND COLD WATER PIPE	- - - UNDERGROUND HOT WATER PIPE	- - - UNDERGROUND CIRCULATING HOT WATER PIPE
==== UNDERFLOOR WASTE PIPE	— ABOVE FLOOR WASTE PIPE	- - - VENT PIPE
====ST==== UNDERFLOOR STORM PIPE	—ST— ABOVE FLOOR STORM PIPE	
====OST==== UNDERFLOOR OVERFLOW STORM PIPE	—OST— ABOVE FLOOR OVERFLOW STORM PIPE	
====PD==== PUMP DISCHARGE	—PD— PUMP DISCHARGE	
====AW==== UNDERFLOOR ACID WASTE PIPE	—AW— ABOVE FLOOR ACID RESISTANT WASTE PIPE	- - -AV - - ACID RESISTANT VENT PIPE
—S— COLD SOFT WATER PIPE	—LS— LAWN SPRINKLER PIPE	
—CA— COMPRESSED AIR PIPE	△ COMPRESSED AIR OUTLET	
—HPS— HIGH PRESSURE STEAM	—MPS— MEDIUM PRESSURE STEAM	—LPS— LOW PRESSURE STEAM
—HPR— HIGH PRESSURE RETURN	—MPR— MEDIUM PRESSURE RETURN	—LPR— LOW PRESSURE RETURN
—PC— PUMPED CONDENSATE PIPE		
—G— NATURAL GAS	—LP— LIQUEFIED PETROLEUM GAS	
—HWS— HOT WATER HEATING SUPPLY	—HWR— HOT WATER HEATING RETURN	
—CWS— CHILLED WATER SUPPLY PIPE	—CWR— CHILLED WATER RETURN PIPE	
—CS— CONDENSER WATER SUPPLY PIPE	—CR— CONDENSER WATER RETURN PIPE	
—HPWS— HEAT PUMP WATER SUPPLY	—HPWR— HEAT PUMP WATER RETURN	
—GLWS— GROUND LOOP WATER SUPPLY	—GLWR— GROUND LOOP WATER RETURN	
—FOS— FUEL OIL SUPPLY	—FOR— FUEL OIL RETURN	
—FOV— FUEL OIL VENT	—FOG— FUEL OIL GAUGE	
—RL— REFRIGERANT LIQUID PIPE	—RS— REFRIGERANT SUCTION PIPE	—HG— HOT GAS
—O— OXYGEN PIPE	—VAC— CLINICAL AND LAB VACUUM	—GE— GAS EVACUATION PIPE
—NO— NITROUS OXIDE PIPE	—N— NITROGEN PIPE	—A— CLINICAL AND LAB AIR PIPE
△ OXYGEN OUTLET	△ CLINICAL AND LAB VACUUM OUTLET	△ GAS EVACUATION OUTLET
△ NITROUS OXIDE OUTLET	△ NITROGEN OUTLET	△ CLINICAL AIR OUTLET
—D— EQUIPMENT DRAIN	DS ○ DOWN SPOUT	
—F— FIRE SPRINKLER PIPE	SP ○ STAND PIPE	HO ○ FIRE DEPT. HOSE VALVE
○ PENDANT TYPE SPRINKLER HEAD	○ UPRIGHT SPRINKLER HEAD	○ RECESSED SPRINKLER HEAD
● CONCEALED SPRINKLER HEAD	○ POST INDICATOR VALVE	
— PIPE CONNECTION	— FLOW ALARM	— AIR VENT
○ ELBOW DOWN	— FLOW MEASURING DEVICE	— PRESSURE/TEMPERATURE TAP
○ ELBOW UP	— EXPANSION JOINT, PIPE GUIDE	— PRESSURE GAUGE
— TEE DOWN	— CAPPED OUTLET	— STATIC PRESSURE SENSOR
— PIPE PITCH DOWN	— SHUT OFF VALVE	— THERMOMETER
— DIRECTION OF FLOW	— BALANCING VALVE	— STRAINER
— PIPE ANCHOR	— CONTROL VALVE	— STEAM TRAP
— REDUCER OR INCREASER	— BACK FLOW PREVENTER	— FLOW CONTROL VALVE
— UNION	— PRESSURE REDUCING VALVE	— STRAINER VALVE
— FLEXIBLE PIPE CONNECTION	— PRESSURE RELIEF VALVE	— PRESSURE SENSOR DIFFERENTIAL
WH — WALL HYDRANT	— DOMESTIC WATER TEMPERING VALVE	— THERMOSTAT
HB — HOSE BIB	— CHECK VALVE	— NIGHT THERMOSTAT
CO — CLEAN OUT ABOVE FLOOR		— THERMOSTAT W/LOOKABLE COVER
WCO — WALL CLEAN OUT		— HUMIDISTAT
CO — CLEAN OUT IN FLOOR		— FLOW SWITCH
FD — FLOOR DRAIN	— CURB STOP	
FS — FLOOR SINK	— OVERFLOW ROOF DRAIN	
RD — ROOF DRAIN	— AREA DRAIN	
— RADIATION ELEMENT	— CONNECT TO EXIST. SERVICE	— DEMOLITION HATCHING
— TYPE		
— FINISHED ELEMENT LENGTH		

VENTILATION SYMBOLS

□ SUPPLY DUCT (UP & DOWN)	MANUAL VOLUME DAMPER
□ RETURN DUCT (UP & DOWN)	BRANCH DUCT INTO SIDE OF MAIN DUCT
□ EXHAUST DUCT (UP & DOWN)	DUCT RISE OR DROP IN DIRECTION OF AIR FLOW
□ STANDARD RADIUS ELBOW R EQUAL W (MINIMUM)	DUCT DIMENSION - WIDTH x DEPTH
□ DUCT TURN WITH TURN VANES	DUCT INSULATION (SEE SPECIFICATION)
□ FLEXIBLE DUCT CONNECTION	DUCT TURN AND AIR SPLIT TYPE TAKEOFF (NON-ADJUSTABLE)
□ SPIRAL DUCTWORK	GRILLE, REGISTER & DIFFUSER DESIGNATION SUPPLY, RETURN, EXHAUST, & TRANSFER
□ LOW PRESSURE DUCTWORK MAX 2" W.G. PRESSURE	TYPE OF EQUIP 200-CFM
□ MEDIUM PRESSURE DUCTWORK 2"-8" W.G. PRESSURE	TYPE OF EQUIP 1-EQUIP. NO.
□ F-FIRE DAMPER M-MOTORIZED DAMPER	—W— FLEX DUCT (5' MAXIMUM)
□ S-SMOKE DAMPER B-BACKDRAFT DAMPER	
□ C-COMBINATION FIRE SMOKE DAMPER	

PROJECT GENERAL NOTES:

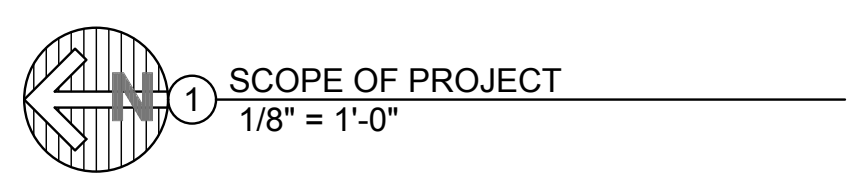
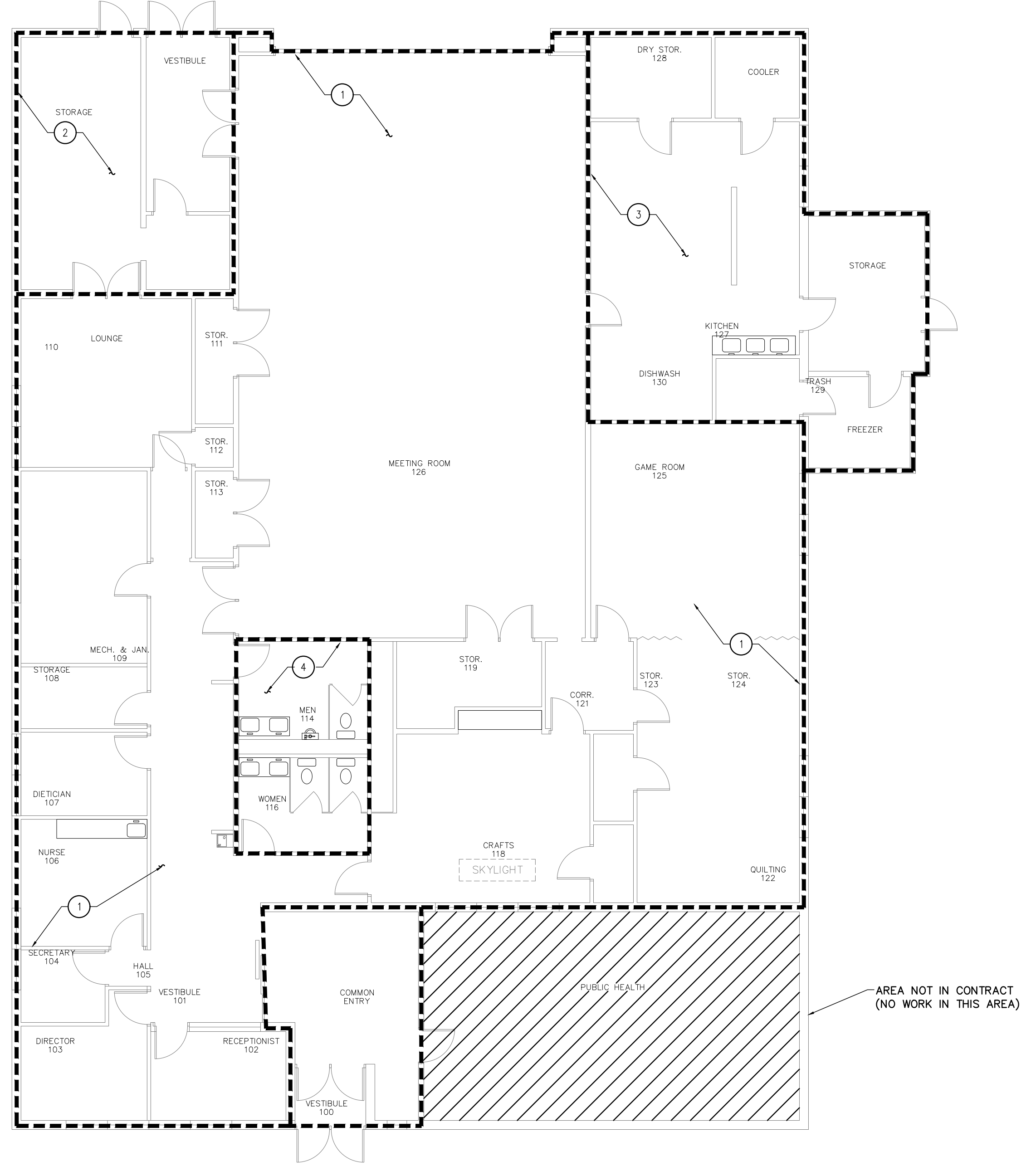
- A. THE INTENT OF THIS PROJECT IS TO REPLACE THE EXISTING HVAC SYSTEM WITH A NEW HVAC SYSTEM. THE EXISTING SYSTEM CONSISTS OF AN AIR HANDLING UNIT THAT IS ZONED WITH HYDRONIC REHEAT COILS. HYDRONIC REHEAT COILS ARE SERVED BY A GAS FIRED HOT WATER BOILER.
- B. COORDINATE ALL DEMOLITION AND NEW WORK WITH THE OWNER TO MINIMIZE INTERRUPTION OF USE OF THE BUILDING AS MUCH AS POSSIBLE. THE OWNER INTENDS TO OCCUPY ONLY THE ADMINISTRATION PORTION OF THE BUILDING THROUGH THE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER ON SCHEDULING OF ALL DEMOLITION AND NEW WORK.
- C. THE CONTRACTOR SHALL PROVIDE MEANS FOR TEMPORARY HEAT OF THE BUILDING AS REQUIRED TO PREVENT FREEZING OF ALL WATER LINES.
- D. THE EXISTING KITCHEN CONSISTS OF A KITCHEN HOOD, KITCHEN EXHAUST FAN, MAKE-UP AIR UNIT, DISHWASHER HOOD, AND DISHWASHER EXHAUST FAN. ALL KITCHEN ITEMS ASSOCIATED WITH EXHAUST AND MAKE-UP AIR SHALL REMAIN. ONLY THE HVAC SYSTEM SERVING THE KITCHEN WILL BE MODIFIED.
- E. THE OWNER HAS RETAINED A CONTRACTOR TO REMOVE ALL EXISTING LAY-IN CEILING, TO PROVIDE A NEW LAY-IN GRID CEILING AND TO PROVIDE NEW LIGHTING FIXTURES. THE SUCCESSFUL CONTRACTOR FOR THIS PROJECT SHALL COORDINATE SCHEDULING WITH THE OWNER AND THE OWNER'S CONTRACTOR. THE SUCCESSFUL CONTRACTOR SHALL COORDINATE WITH THE OWNER AND THE OWNER'S CONTRACTOR FOR THE FINAL PLACEMENT OF ALL DIFFUSERS TO COORDINATE WITH THE NEW LIGHTING.
- F. CONTRACTOR SHALL TAKE ALL PRECAUTIONS AS NECESSARY TO PROTECT THE EXISTING BUILDING AND ITS COMPONENTS FROM DAMAGE DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL MAKE PROVISIONS TO COMPLETELY DRAIN THE EXISTING BOILER SYSTEM PRIOR TO REMOVAL AND TO PROTECT ALL CARPET FROM DAMAGE DURING THE REMOVAL OF ALL HYDRONIC PIPING THROUGHOUT THE BUILDING.

PROJECT SPECIFIC NOTES:

- G. THE CONTRACTOR SHALL COMPLETELY REMOVE ALL ITEMS AS INDICATED IN THE DRAWINGS. THE OWNER SHALL HAVE FIRST RIGHT OF SALVAGE FOR ALL REMOVED ITEMS. ALL UNWANTED ITEMS SHALL BE DISPOSED OF LEGALLY AND RESPONSIBLY. ALL RECYCLABLE MATERIAL SHALL BE RECYCLED.
- H. THE EXISTING SYSTEM UTILIZES A BELOW SLAB RETURN AIR DUCT. THE EXISTING BELOW SLAB RETURN AIR DUCT WILL NOT BE RE-USED IN THE NEW HVAC SYSTEM. THE EXISTING BELOW SLAB RETURN AIR DUCT SHALL BE ABANDONED IN PLACE. THE EXISTING RETURN OPENINGS AT EACH OF THE ROOMS SHALL BE CAPPED WITH AN INSULATED SHEET METAL PANEL. PAINT THE SHEET METAL PANEL BLACK AND RE-INSTALL THE EXISTING RETURN AIR GRILLES OVER THE PAINTED SHEET METAL PANELS.
- I. PROVIDE ALL MATERIALS AND EQUIPMENT AND PERFORM ALL LABOR REQUIRED TO INSTALL COMPLETE AND OPERABLE MECHANICAL AND ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS, AS SPECIFIED, AND AS REQUIRED BY CODE.
- J. CONTRACT DOCUMENTS DRAWINGS FOR HVAC WORK ARE DIAGRAMMATIC AND ARE INTENDED TO CONVEY SCOPE AND GENERAL ARRANGEMENT ONLY. CONTRACTOR SHALL USE ACTUAL FIELD MEASUREMENTS FOR LAYOUT.
- K. INSTALL ALL MECHANICAL EQUIPMENT AND APPURTENANCES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, CONTRACT DOCUMENTS, AND APPLICABLE CODES AND REGULATIONS.
- L. ALL TEMPERATURE CONTROL WIRING SHALL BE BY THE MECHANICAL CONTRACTOR.
- M. COORDINATE ALL EQUIPMENT CONNECTIONS WITH MANUFACTURER'S CERTIFIED DRAWINGS. COORDINATE AND PROVIDE ALL DUCT TRANSITIONS REQUIRED FOR FINAL EQUIPMENT CONNECTIONS. FIELD VERIFY AND COORDINATE ALL DUCT DIMENSIONS PRIOR TO FABRICATION.

PROJECT SPECIFIC NOTES:

- 1. PROVIDE ALL NEW HVAC WITHIN THIS BOUNDARY. THE OWNER HAS RETAINED A CONTRACTOR TO REMOVE AND REPLACE ALL LAY-IN CEILING AND LIGHTS. COORDINATE WORK WITH THE OWNER AND OWNER'S CONTRACTOR.
- 2. ALL CEILING SHALL REMAIN WITHIN THIS BOUNDARY. EXISTING HVACDUCTWORK AND DIFFUSERS SHALL REMAIN AND BE RECONNECTED TO NEW SYSTEM.
- 3. ALL CEILING SHALL REMAIN WITHIN THIS BOUNDARY. THE EXISTING KITCHEN CONSISTS OF A KITCHEN HOOD, KITCHEN EXHAUST FAN, MAKE-UP AIR UNIT, DISHWASHER HOOD, AND DISHWASHER EXHAUST FAN. ALL KITCHEN ITEMS ASSOCIATED WITH EXHAUST AND MAKE-UP AIR SHALL REMAIN. ONLY THE HVAC SYSTEM SERVING THE KITCHEN WILL BE MODIFIED. CONTRACTOR SHALL REMOVE AND REPLACE CEILING TILES AS REQUIRED TO FACILITATE INSTALLATION OF NEW DUCTWORK. ANY CEILING TILES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.
- 4. WITHIN THIS BOUNDARY ALL CEILING AND HVAC COMPONENTS SHALL REMAIN.



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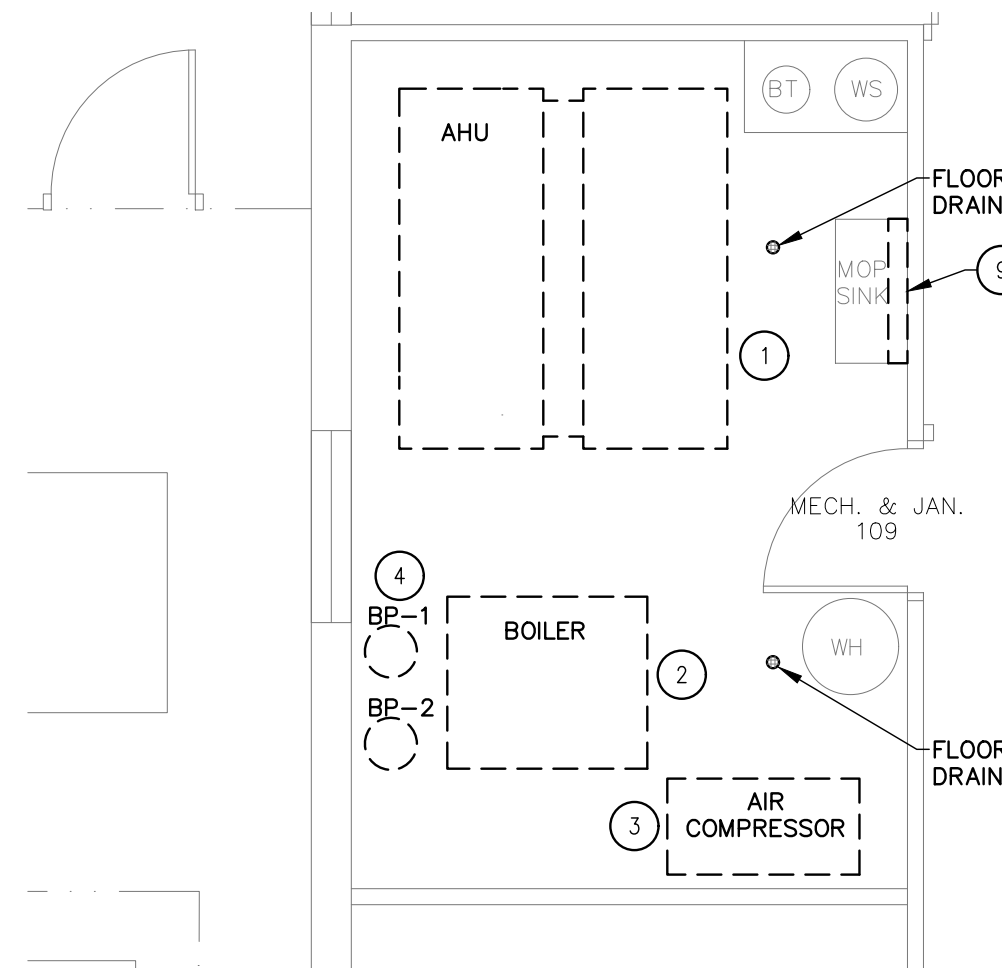
REVISIONS		
#	DESCRIPTION	DATE

SCOPE OF PROJECT
SENIOR CITIZENS' CENTER HVAC REPLACEMENT
BIG HORN COUNTY
GREYBULL, WYOMING

PROJECT#:	BC16012
DESIGNED:	LP
DRAWN:	JM
APPROVED:	SI
DATE:	8-1-16

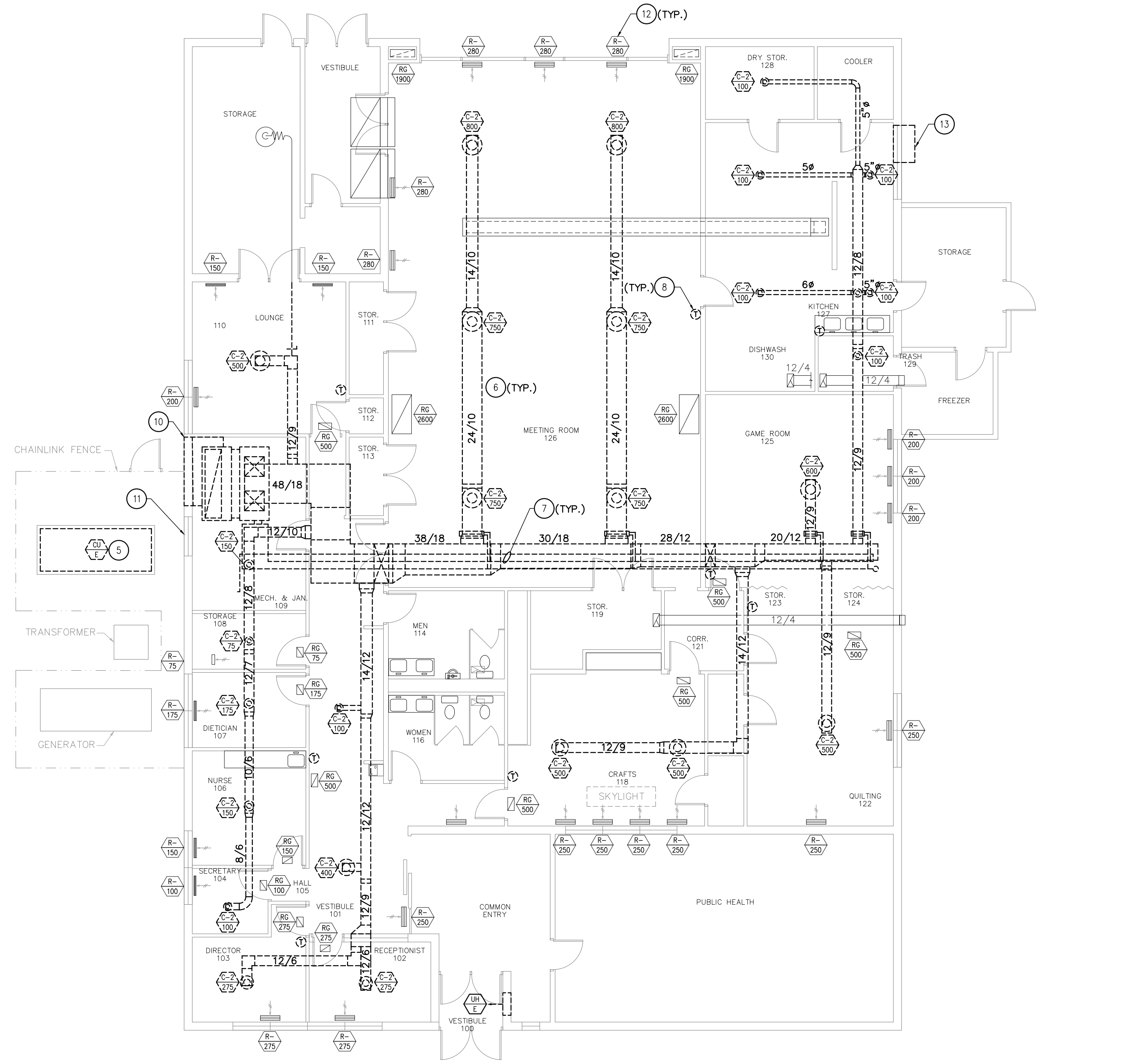
Professional Engineer (Mechanical)
 SCOTT ISENHOUR
 11282
 Date 8/1/16
 WYOMING

SHEET:
M-0
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3 ENLARGED MECH. RM HVAC DEMOLITION PLAN
1/4" = 1'-0"

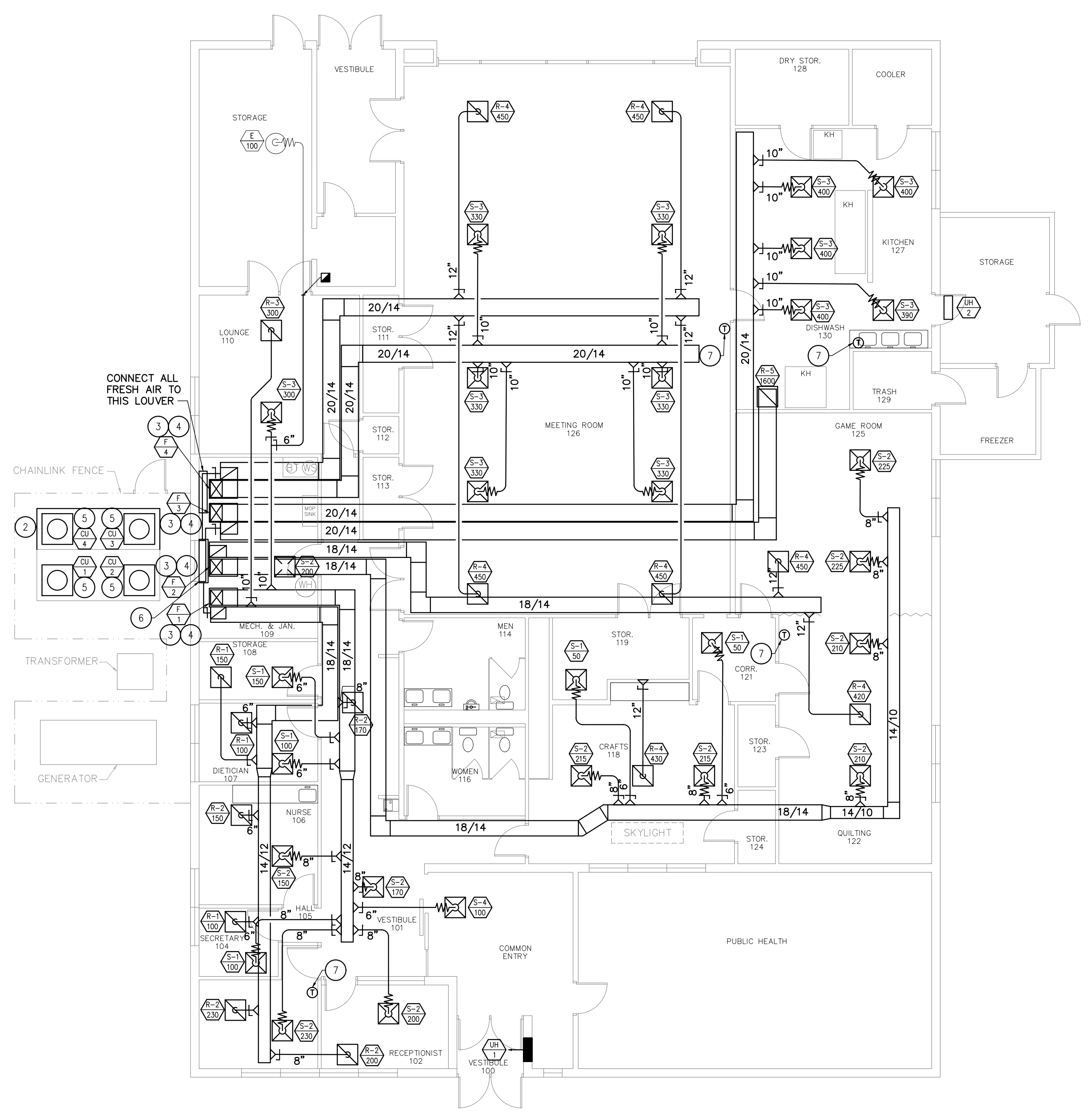
- MISCELLANEOUS DEMO NOTES:
- ALL ITEMS SHOWN ON THIS PLAN ARE EXISTING. ITEMS NOT SHOWN OR SHOWN LIGHT ARE TO REMAIN. ITEMS SHOWN DARK AND DASHED SHALL BE REMOVED OR RELOCATED.
 - DRAWING IS SCHEMATIC IN NATURE. NOT ALL EXISTING PIPE, DUCT AND EQUIPMENT IS SHOWN. FIELD VERIFY EXISTING CONDITIONS.
 - OWNER SHALL HAVE FIRST RIGHT OF SALVAGE. ALL UNWANTED ITEMS SHALL BE COMPLETELY REMOVED FROM SITE AND DISPOSED OF LEGALLY AND RESPONSIBLY. ALL RECYCLABLE MATERIAL SHALL BE RECYCLED.
 - MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL EXISTING TEMPERATURE CONTROLS.
 - UNDERFLOOR RETURN DUCTWORK TO BE ABANDONED IN PLACE.
 - ALL EXISTING HWS & HWR PIPING SHALL BE REMOVED. CONTRACTOR SHALL COMPLETELY DRAIN SYSTEM PRIOR TO PIPE REMOVAL.
 - CONTRACTOR SHALL MAKE ALL PROVISIONS TO PROTECT CARPET AND EXISTING BUILDING DURING DEMOLITION.
 - ALL EXISTING EXHAUST FANS AND DUCTWORK SERVING RESTROOMS SHALL REMAIN.
 - ALL KITCHEN HOODS, EXHAUST FANS, AND MAKEUP AIR UNIT SHALL REMAIN.
- SPECIFIC NOTES:
- REMOVE AIR HANDLING UNIT AND ALL ASSOCIATED DUCTWORK, PIPING, AND CONTROLS COMPLETELY. REMOVE EXISTING CONCRETE EQUIPMENT PAD COMPLETELY AND PATCH EXISTING CONCRETE FLOOR TO BE SMOOTH. CAP EXISTING RETURN AIR DUCT AT FLOOR.
 - REMOVE BOILER AND ALL ASSOCIATED PIPING AND CONTROLS COMPLETELY. REMOVE EXISTING CONCRETE EQUIPMENT PAD COMPLETELY AND PATCH EXISTING CONCRETE FLOOR TO BE SMOOTH. REMOVE BOILER FLUE TO AS HIGH AS POSSIBLE AND CAP INSIDE BUILDING. INSULATE CAPPED FLUE PIPING INSIDE BUILDING TO PREVENT CONDENSATION. EXISTING FLUE ON ROOF TO REMAIN. REMOVE 2" GAS PIPING BACK TO A POINT READY FOR RECONNECTION TO NEW FURNACES.
 - REMOVE AIR COMPRESSOR AND ALL ASSOCIATED PIPING AND CONTROLS COMPLETELY. REMOVE EXISTING CONCRETE EQUIPMENT PAD COMPLETELY AND PATCH EXISTING CONCRETE FLOOR TO BE SMOOTH.
 - REMOVE HOT WATER PUMPS AND ALL ASSOCIATED PIPING, SUPPORTS, AND CONTROLS COMPLETELY.
 - REMOVE EXISTING CONDENSING UNIT AND ALL ASSOCIATED REFRIGERANT PIPING AND CONTROLS COMPLETELY. EXISTING CONCRETE EQUIPMENT PAD TO REMAIN. CONTRACTOR SHALL EVACUATE AND CAPTURE REFRIGERANT PRIOR TO REMOVAL OF CONDENSING UNIT.
 - REMOVE ALL SUPPLY DUCTWORK AND ALL ASSOCIATED INSULATION AND SUPPORTS COMPLETELY. CONTRACTOR SHALL TAKE CARE DURING REMOVAL TO PROTECT EXISTING CARPET.
 - REMOVE ALL HWS & HWR PIPING AND ALL ASSOCIATED INSULATION AND SUPPORTS COMPLETELY. CONTRACTOR SHALL TAKE CARE DURING REMOVAL TO PROTECT EXISTING CARPET.
 - REMOVE ALL THERMOSTATS AND ASSOCIATED CONTROL WIRING. WHERE THERMOSTAT LOCATION IS NOT BEING REUSED, CONTRACTOR SHALL PATCH AND REPAIR WALL LOCATION OR PROVIDE BLANK COVER PLATE.
 - REMOVE EXISTING TEMPERATURE CONTROL PANEL.
 - EXISTING 7"(W)x4"(H) LOUVER TO REMAIN. REMOVE EXISTING DUCTWORK AND DAMPER.
 - TWO EXISTING 4"(W)x2"(H) LOUVERS TO REMAIN. REMOVE EXISTING DUCTWORK AND MOTORIZED DAMPERS.
 - REMOVE AND RE-INSTALL ALL EXISTING FLOOR RETURN REGISTERS. PROVIDE SHEET METAL PANEL WITH 1" DUCT LINER TO CAP EXISTING RETURN DUCT. PAINT SHEET METAL PANEL BLACK. RE-INSTALL EXISTING RETURN REGISTER OVER THE TOP OF THE PAINTED SHEET METAL PANEL. ALL EXISTING UNDER FLOOR DUCTWORK TO BE ABANDONED IN PLACE.
 - REMOVE EXISTING WINDOW AIR CONDITIONER.



1 HVAC DEMOLITION PLAN
1/8" = 1'-0"

- MISCELLANEOUS HVAC NOTES:
- DO NOT ROUTE DUCTWORK ABOVE ELECTRICAL PANELS. MAINTAIN ALL CODE REQUIRED CLEARANCES.
 - COORDINATE ALL DUCT ROUTING WITH EXISTING STRUCTURE. UTILIZE EXISTING PATHWAYS FOR DUCTWORK WHEREVER POSSIBLE.
 - ALL SUPPLY AND RETURN DUCTS SERVING AIR OUTLETS SHALL HAVE A VOLUME DAMPER.
 - RUNOUTS TO SUPPLY AND RETURN AIR OUTLETS SHALL BE THE SAME SIZE AS THE RESPECTIVE DIFFUSER NECK SIZE.
 - BALANCE ALL SUPPLY, RETURN, AND EXHAUST DIFFUSERS TO CFM SHOWN.
 - MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPERATURE CONTROL WORK.
 - REFER TO DETAIL SHEET FOR ADDITIONAL REQUIREMENTS.
 - MAINTAIN CURRENT AND ACCURATE FIELD DRAWINGS OF "AS-BUILT" CONDITIONS. THESE DRAWINGS WILL BE REVIEWED AT EACH CONSTRUCTION PROGRESS MEETING.

- SPECIFIC NOTES:
- PROVIDE 4" INSULATED PLENUM ON BACK OF EXISTING 7"x4" INTAKE LOUVER. CONNECT ALL NEW O.A. INTAKE DUCTS SERVING FURNACES TO LOUVER PLENUM.
 - PROVIDE NEW 4" CONCRETE EQUIPMENT PAD CONNECTED TO EXISTING CONCRETE PAD. MAINTAIN 6" CLEAR FROM EDGE OF CONCRETE PAD TO EDGE OF CONDENSING UNITS.
 - PROVIDE PVC INTAKE AND EXHAUST PIPING TO FURNACE. SIZE PER MANUFACTURER'S RECOMMENDATIONS. TERMINATE THROUGH ROOF WITH CONCENTRIC TERMINATION KIT. INSTALL PER MANUFACTURER'S RECOMMENDATION.
 - PROVIDE 3/4" GAS FROM EXISTING 2" GAS LINE TO FURNACE. PROVIDE FLEX CONNECTION, UNION, DIRT LEG, AND GAS COOK. SEE DETAIL ON SHEET M-2.
 - PROVIDE REFRIGERANT PIPING FROM DX COIL TO OUTSIDE CONDENSING UNIT. SIZE REFRIGERANT PIPING PER MANUFACTURER'S RECOMMENDATIONS. ROUTE REFRIGERANT PIPING ABOVE CEILING. ROUTE REFRIGERANT PIPING DN IN EXTERIOR WALL.
 - THE TWO EXISTING 4"(W)x2"(H) LOUVERS SHALL REMAIN. THE TOP LOUVER SHALL REMAIN FOR COMBUSTION AIR OF THE WATER HEATER ACCORDING TO INTERNATIONAL FUEL GAS CODE 304.6.2. PROVIDE AN INSULATED 4" DEEP PLENUM ON THE TOP LOUVER WITH A 6"x6" OPENING TO THE ROOM. THE BOTTOM LOUVER SHALL BE BLANKED OFF WITH AN INSULATED SHEET METAL PANEL.
 - PROVIDE LOCABLE PLASTIC THERMOSTAT COVER FOR ALL NEW THERMOSTATS.



2 HVAC PLAN
1/8" = 1'-0"

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HVAC
SENIOR CITIZENS' CENTER HVAC REPLACEMENT
BIG HORN COUNTY
GREYBULL, WYOMING

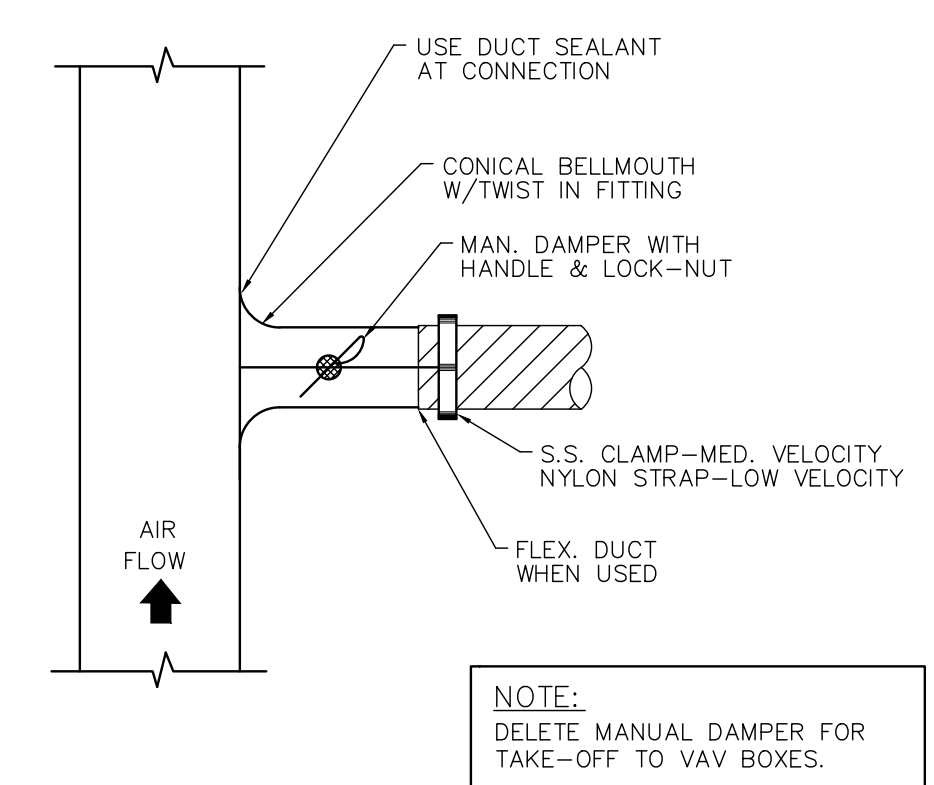
PROJECT#:	BC16012
DESIGNED:	LP
DRAWN:	JM
APPROVED:	SI
DATE:	8-1-16

Professional Engineer (Mechanical)
R. SCOTT ISENCOCK
11282
Date 8/1/16
WYOMING

SHEET:
M-1
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NOTE:
DELETE MANUAL DAMPER FOR TAKE-OFF TO VAV BOXES.

ROUND DUCT TAKE-OFF DETAIL
NO SCALE

CONDENSING UNIT SCHEDULE												
UNIT NO	MANUFACTURER'S DESIGNATION	SERVES	CAPACITY MBH	AMBIENT TEMP.	COIL B.A.T.		REF TYPE	ELECTRICAL			REMARKS	
					DB	WB		V	PH	MCA		
CU-1	DAIKIN DX16TCU483AA	F-1	48	95°F	80°F	67°F	R-410A	208	1	27.7	1.6	1,2,3
CU-2	DAIKIN DX16TCU483AA	F-2	48	95°F	80°F	67°F	R-410A	208	1	27.7	1.6	1,2,3
CU-3	DAIKIN DX16TCU603AA	F-3	60	95°F	80°F	67°F	R-410A	208	1	37.2	1.6	1,2,3
CU-4	DAIKIN DX16TCU603AA	F-4	60	95°F	80°F	67°F	R-410A	208	1	37.2	1.6	1,2,3

- NOTES:
 1. WINDL GUARD
 2. UTILIZE EXISTING CONCRETE PAD. PROVIDE ADDITIONAL 6" CONCRETE PAD MINIMUM 6" LARGER THAN UNIT IN ALL DIRECTIONS AS NECESSARY.
 3. PROVIDE 5 YEAR COMPRESSOR WARRANTY.

FURNACE SCHEDULE											
UNIT NO	MANUFACTURER'S DESIGNATION	SERVES	CFM	E.S.P.	FUEL	HP	MBH		ELECTRICAL	CONFIGURATION	REMARKS
							IN	OUT			
F-1	DAIKIN DM99V1005CNA	EAST	1600	2	NG	1	100	96	120V/1Ø	UPFLOW	1,2,3,4,5,6,7
F-2	DAIKIN DM99V1005CNA	WEST	1600	2	NG	1	100	96	120V/1Ø	UPFLOW	1,2,3,4,5,6,7
F-3	DAIKIN DM99V1205DNA	KITCHEN	1990	2	NG	1	120	115.2	120V/1Ø	UPFLOW	1,2,3,4,5,6,7
F-4	DAIKIN DM99V1205DNA	MEETING RM	1990	2	NG	1	120	115.2	120V/1Ø	UPFLOW	1,2,3,4,5,6,7

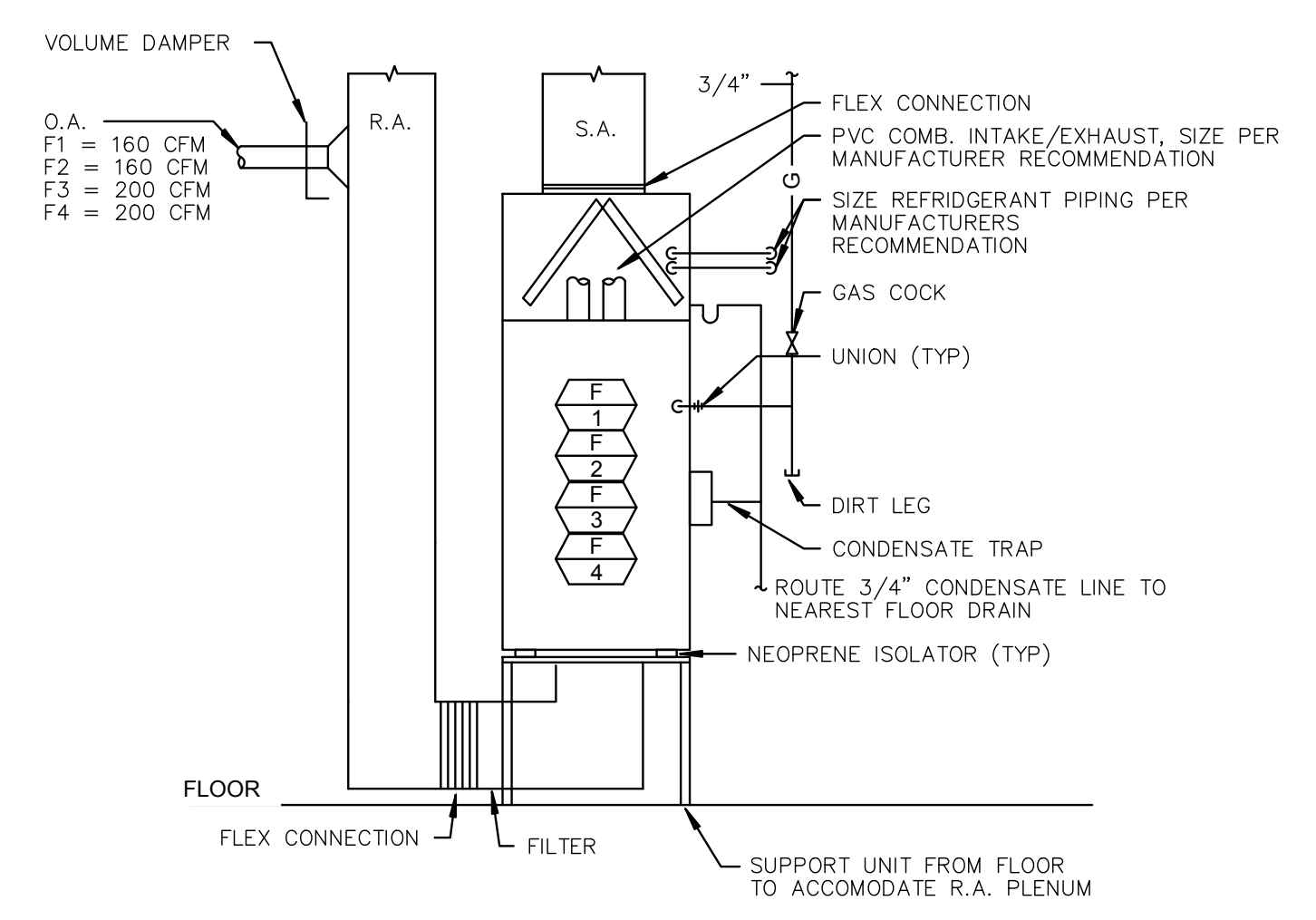
- NOTES:
 1. INTEGRATED SOLID STATE CONTROLS WITH BLOWER AND LIMIT CONTROLS.
 2. PROVIDE CASED DX COOLING COIL TO MATCH FURNACE AND OUTDOOR CONDENSING UNIT.
 3. PROVIDE 1" PLEATED DISPOSABLE FILTER.
 4. PROVIDE PVC INTAKE AND EXHAUST PIPING AND CONCENTRIC ROOF TERMINATION KIT. SIZE PER MANUFACTURER'S RECOMMENDATIONS.
 5. PROVIDE PROGRAMMABLE CONDENSING UNIT THERMOSTAT WITH 7-DAY SETBACK, HEAT/COO/AUTO, FAN ON/OFF/AUTO.
 6. PROVIDE HEAT EXCHANGER WITH 10 YEAR WARRANTY.
 7. BASE SELECTION ON SITE ELEVATION OF 3789'.

ELECTRIC UNIT HEATER SCHEDULE								
UNIT NO	MANUFACTURER'S DESIGNATION	LOCATION	WATTS	CFM	MOTOR			REMARKS
					RPM	HP	VOLTAGE	
UH-1	DIMPLEX EW20C21	VESTIBULE	2000	100	-	-	208	1,3
UH-2	BERKO PSH5WAC	STORAGE	3700	210	1600	1/100	208	2,3

- NOTES:
 1. WALL MOUNT
 2. HORIZONTAL UNIT WITH FINGER-PROOF FAN GUARDS AND HANGERS.
 3. UNIT MOUNTED THERMOSTAT.

REGISTER GRILLES AND DIFFUSER SCHEDULE									
UNIT NO	MANUFACTURER'S DESIGNATION	NOMINAL SIZE	THROAT SIZE	MAX CFM	THROW	S.P.D. (IN.)	NC	FRAME	REMARKS
S-2	KRUEGER PLQ	24"x24"	8"	250	360°	0.1"	<25	LAY-IN	1,2
S-3	KRUEGER PLQ	24"x24"	10"	400	360°	0.1"	<25	LAY-IN	1,2
S-4	KRUEGER PLQ	24"x24"	6"	150	360°	0.1"	<25	SURFACE	1,2
R-1	KRUEGER 6690	24"x24"	6"	150	-	0.1"	<25	LAY-IN	1,2
R-2	KRUEGER 6690	24"x24"	8"	250	-	0.1"	<25	LAY-IN	1,2
R-3	KRUEGER 6690	24"x24"	10"	400	-	0.1"	<25	LAY-IN	1,2
R-4	KRUEGER 6690	24"x24"	14"	850	-	0.2"	<25	LAY-IN	1,2
R-5	KRUEGER 6490	24"x24"	22"x22"	1680	-	0.08"	<25	LAY-IN	1,2

- NOTES:
 1. COORDINATE FRAME STYLE WITH CEILING AND/OR WALL
 2. WHITE FINISH



HIGH EFFICIENCY FURNACE DETAIL
NO SCALE

MECHANICAL DETAILS & SCHEDULES
 SENIOR CITIZENS' CENTER HVAC REPLACEMENT
 BIG HORN COUNTY
 GREYBULL, WYOMING

PROJECT#: BC16012

DESIGNED: LP
 DRAWN: JM
 APPROVED: SI
 DATE: 8-1-16

Professional Engineer (Mechanical)
 SCOTT ISENHOCK
 No. 11282
 Date 8/1/16
 WYOMING

SHEET:
M-2
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MISCELLANEOUS ELECTRICAL DEMOLITION NOTES:

- ALL ITEMS SHOWN ON THIS PLAN ARE EXISTING. ITEMS SHOWN LIGHT ARE TO REMAIN. ITEMS SHOWN DARK AND DASHED SHALL BE DISCONNECTED AND/OR REMOVED, AS NOTED.
- DRAWING IS SCHEMATIC IN NATURE. NOT ALL EXISTING MECHANICAL AND ELECTRICAL EQUIPMENT IS SHOWN. FIELD VERIFY EXISTING CONDITIONS.
- OWNER SHALL HAVE FIRST RIGHT OF SALVAGE. ALL UNWANTED ITEMS SHALL BE COMPLETELY REMOVED FROM SITE AND DISPOSED OF LEGALLY.

SPECIFIC ELECTRICAL DEMOLITION NOTES:

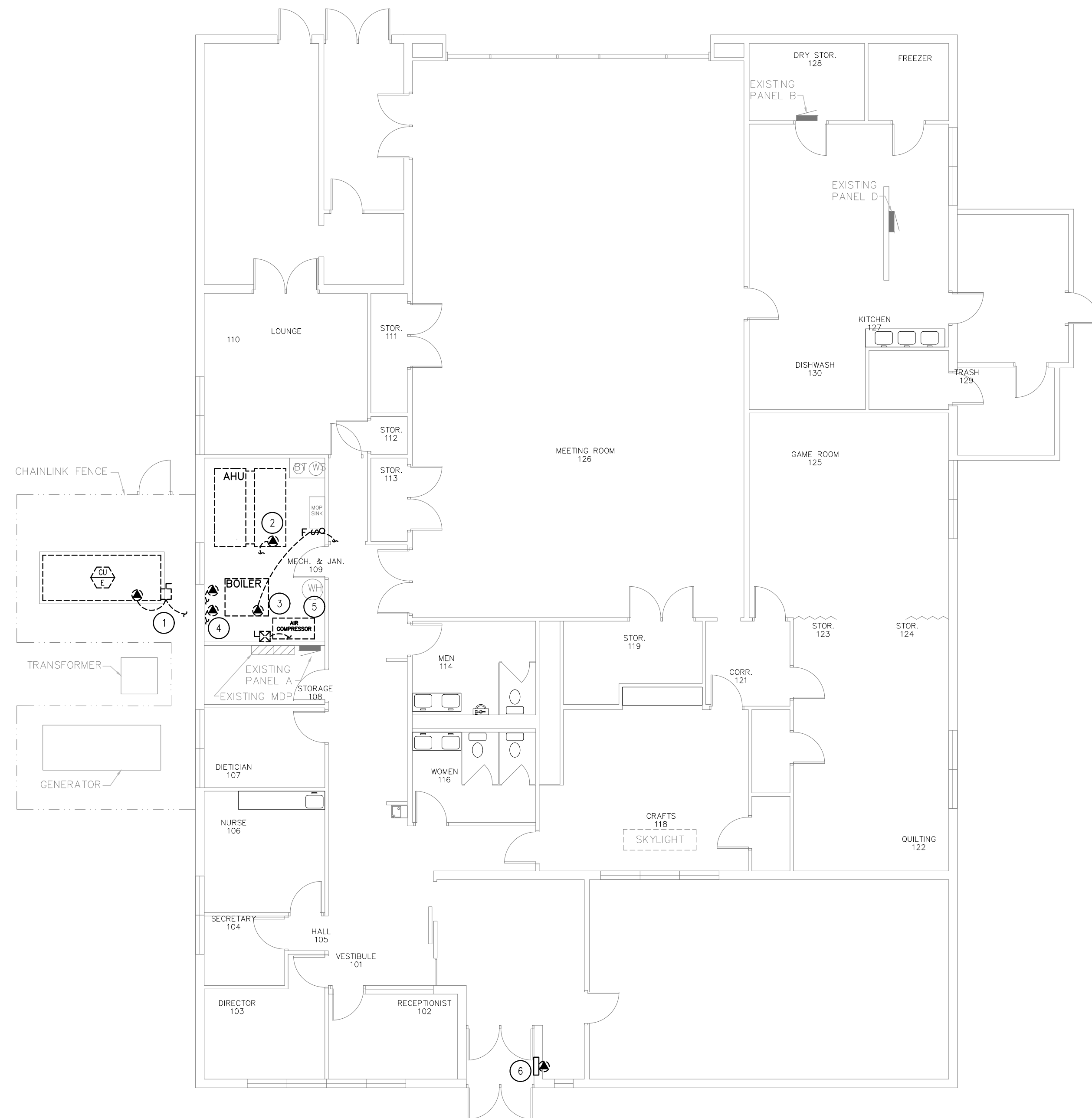
- DISCONNECT EXISTING CONDENSING UNIT FOR REMOVAL BY MECHANICAL. REMOVE DISCONNECT SWITCH, WIRING AND ACCESSIBLE CONDUIT BACK TO EXISTING MAIN DISTRIBUTION PANEL MDP. EXISTING FUSED SWITCH AT MDP TO BE RE-USED FOR NEW PANEL M.
- DISCONNECT EXISTING AIR HANDLING UNIT FOR REMOVAL BY MECHANICAL. REMOVE ALL WIRING AND ACCESSIBLE CONDUIT BACK TO EXISTING MAIN DISTRIBUTION PANEL MDP. REMOVE LABELING AT MDP, AND PROVIDE NEW ENGRAVED LABEL READING "SPARE".
- DISCONNECT EXISTING BOILER FOR REMOVAL BY MECHANICAL. REMOVE FUSED SWITCH, WIRING AND ACCESSIBLE CONDUIT BACK TO SOURCE.
- DISCONNECT TWO (2) EXISTING CIRCULATING PUMPS FOR REMOVAL BY MECHANICAL. REMOVE WIRING AND ACCESSIBLE CONDUIT BACK TO EXISTING MAIN DISTRIBUTION PANEL MDP. REMOVE LABELING AT MDP, AND PROVIDE NEW ENGRAVED LABELS READING "SPARE".
- DISCONNECT EXISTING TEMPERATURE CONTROL AIR COMPRESSOR AND AIR DRYER FOR REMOVAL BY MECHANICAL. REMOVE COMBINATION STARTER, WIRING AND ACCESSIBLE CONDUIT BACK TO PANEL A. RELABEL CIRCUIT BREAKER FOR COMPRESSOR AS "SPARE" AND FOR AIR DRYER AS "OUTLET MECH RM".
- DISCONNECT EXISTING ELECTRIC WALL HEATER FOR REPLACEMENT BY MECHANICAL. MAINTAIN CIRCUIT FOR RECONNECTION TO NEW ELECTRIC WALL HEATER.

MISCELLANEOUS ELECTRICAL RENOVATION NOTES:

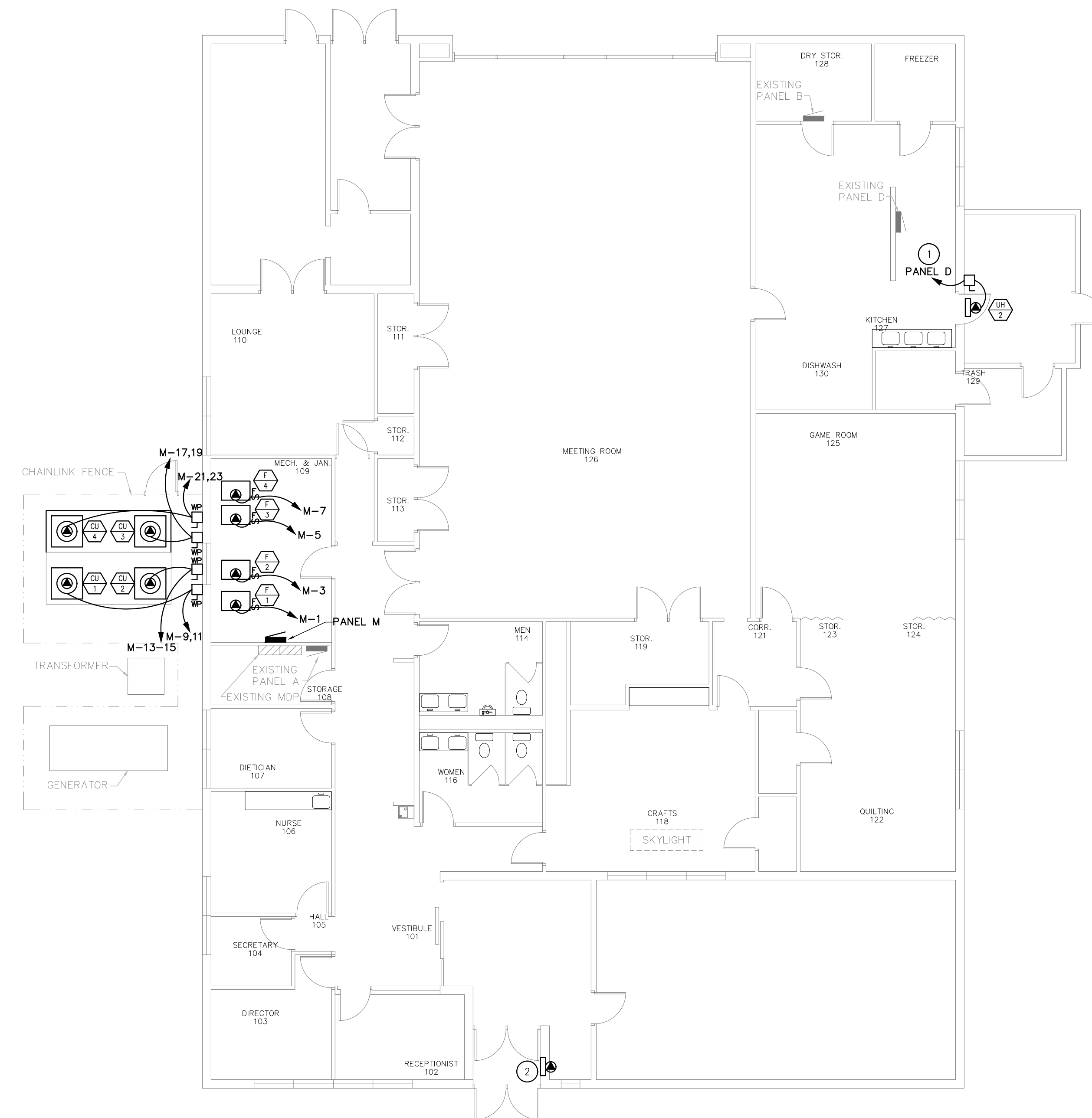
- SEE SPECIFICATIONS FOR MATERIALS AND METHODS.
- DRAWING IS SCHEMATIC IN NATURE. NOT ALL EXISTING MECHANICAL AND ELECTRICAL EQUIPMENT IS SHOWN. FIELD VERIFY EXISTING CONDITIONS.

SPECIFIC ELECTRICAL RENOVATION NOTES:

- PROVIDE 208V, SINGLE-PHASE, 30A CIRCUIT FOR NEW ELECTRIC HEATER, PROVIDED BY MECHANICAL. PROVIDE NEW 30A/2P CIRCUIT BREAKER IN EXISTING GE A-SERIES II PANEL D, AND PROVIDE (3)#10 IN 1/2" CONDUIT. PROVIDE 30A/2P DISCONNECT SWITCH AT ACCESSIBLE LOCATION NEAR NEW HEATER, AND MAKE ALL CONNECTIONS AS REQUIRED.
- RECONNECT EXISTING 208V, SINGLE-PHASE CIRCUIT TO NEW ELECTRIC WALL HEATER, PROVIDED BY MECHANICAL.



1 ELECTRICAL DEMOLITION PLAN
1/8" = 1'-0"



2 ELECTRICAL RENOVATION PLAN
1/8" = 1'-0"

WPE WEST PLAINS ENGINEERING, INC.
146 S. DURBIN, SUITE 205 • CASPER, WY 82401
PHONE: (307) 234-9484 • FAX: (307) 234-9494
RAPID CITY, SD • SIOUX FALLS, SD • CASPER, WY • CEDAR RAPIDS, IA • BESAROCK, ND

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REVISIONS		
#	DESCRIPTION	DATE

ELEC. DEMOLITION & RENOV. PLAN
SENIOR CITIZENS' CENTER HVAC REPLACEMENT
BIG HORN COUNTY
GREYBULL, WYOMING

PROJECT#:	BC16012
DESIGNED:	JE
DRAWN:	JM
APPROVED:	TW
DATE:	8-1-16

Professional Engineer (Electrical)
14137
Todd A. Weidner
Date: 8/1/16
WYOMING

SHEET:
E-1
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ELECTRICAL ABBREVIATIONS			
A STANDARD LIST. NOT ALL WORDS APPEAR IN THESE DRAWINGS.			
SEE SPECIFICATION SECTION "EQUIPMENT WIRING" FOR ADDITIONAL INFORMATION AND REQUIREMENTS.			
A or AMP	AMPERE	LA	LIGHTNING ARRESTOR
A/C	AIR CONDITIONING	LT	LIGHT
A/E or AE	ARCHITECT & ENGINEER	LTC	LIGHTING
ac	ABOVE COUNTER	LTS	LIGHTS
AC	ALTERNATING CURRENT		
ADA	AMERICANS WITH DISABILITIES ACT	MC	MECHANICAL CONTRACTOR
AFF	ABOVE FINISH FLOOR	MCB	MAIN CIRCUIT BREAKER
AFG	ABOVE FINISH GRADE	MCC	MOTOR CONTROL CENTER
AFI or AFCI	ARC FAULT CIRCUIT INTERRUPTER	MCM	THOUSAND CIRCULAR MILS
AHJ	AUTHORITY HAVING JURISDICTION	MDP	MAIN DISTRIBUTION PANEL
AHU	AIR HANDLING UNIT	MECH	MECHANICAL
AIC	AMPERES INTERRUPTING CURRENT	MFS	MAIN FUSIBLE SWITCH
AL	ALUMINUM	MH	METAL HALIDE
ANN	ANNUNCIATOR	MLO	MAIN LUG ONLY
AS	AUTOMATIC SENSORS	MSB	MAIN SWITCHBOARD
AWG	AMERICAN WIRE GAUGE	MTD	MOUNTED
		MTS	MOTOR THERMAL SWITCH
bc	BELOW COUNTER	MV	MERCURY VAPOR
BC	BELOW COUNTER	MW	MICROWAVE
BH	BAKEREFFL ROOF OPER		
BL	BLEACHERS ELECTRIC OPERATOR	NA or N/A	NOT APPLICABLE
BRD or BD	BOARD	NC	NORMALLY CLOSED
BHU	BLAST UNIT HEATER	NEC	NATIONAL ELECTRICAL CODE
		NEMA	NATIONAL ELECTRICAL MANUFACTURERS
C or COND	CONDUIT		ASSOCIATION
C/B or CB	CIRCUIT BREAKER	NEU, NEUT or N	NEUTRAL
CAT	CATEGORY	NF	NON-FUSED
CCT or CKT	CIRCUIT	NL	NIGHT LIGHT
CM	CARBON MONOXIDE SENSOR	NO	NORMALLY OPEN
CO	CARBON MONOXIDE		
COMB	COMBINATION	OFF, OF, or OFC	OFFICE
CONF	CONFERENCE	OH	OVERHEAD
CP	CEILING PROJECTOR	OHD	OVERHEAD DOOR
CTC	CABLE TERMINATION CABINET		
Cu or CU	COPPER	P	POLE
CU	CONDENSING UNIT	PA	PUBLIC ADDRESS
CUH	CABINET UNIT HEATER	PB	PUSH BUTTON
		PH	PHASE
DC	DIRECT CURRENT	PLBG	PLUMBING
DC	DISTRIBUTION CABINET	PNL	PANEL
DP	DISTRIBUTION PANEL	PR or pr	PAIR
DISC	DISCONNECT	PRV	POWER ROOF VENTILATOR
DISP	DISPOSAL	PS	FULL SWITCH
DL	DOCK LEVELER	PS	PROTECTION SCREEN
DN or DWN	DOWN	PTZ	PAN TILT ZOOM
DR	DOOR	PVC	POLYVINYL CHLORIDE
DW	DISHWASHER	PWR	POWER
DWG	DRAWING		
		RCP	REFLECTED CEILING PLAN
EC	ELECTRICAL CONTRACTOR	REC or RECEPT	RECEPTACLE
EC	ELECTRICAL CABINET	REF or REFRIG	REFRIGERATOR
EF	EXHAUST FAN	RH	RADIANT HEAT
EH	ELECTRICAL HEAT	RH	RANGE HOOD
ELEC	ELECTRIC OR ELECTRICAL	RLY	RELAY
EHD	ELECTRIC HAND DRYER	RM	ROOM
EM or EMERG	EMERGENCY	RMS	ROOT MEAN SQUARE
EMT	ELECTRICAL METALLIC TUBING		
ENT	ELECTRICAL NON-METALLIC TUBING	SCC	SHORT CIRCUIT CURRENT
EUH	ELECTRIC UNIT HEATER	SD	SMOKE DETECTOR
EWC	ELECTRIC WATER COOLER	SFR	SAFETY RECEPTACLE
EX	EXISTING	SFTY	SAFETY
EXP	EXPLOSION PROOF	SHLD	SHIELD OR SHIELDED
		SIG	SIGNAL
F or FUS	FUSE OR FUSIBLE	SMR	SURFACE MOUNT RACEWAY
FA	FIRE ALARM	SN	SOLID NEUTRAL
FAAP	FIRE ALARM ANNUNCIATOR PANEL	SP	SUMP PUMP
FACP	FIRE ALARM CONTROL PANEL	SPECS	SPECIFICATIONS
FBO	FURNISHED BY OTHERS	SPKR	SPEAKER
FL, FLU or FLUOR	FLOUORESCENT	SPR	SPLIT WIRE RECEPTACLE
FLA	FULL LOAD AMPERES	SW	SWITCH
FVNR	FULL VOLTAGE, NON-REVERSING	SWBD	SWITCH BOARD
FVR	FULL VOLTAGE, REVERSING		
		TC	TEMPERATURE CONTROL
GC	GENERAL CONTRACTOR	TC	TELEPHONE CABINET
GD	GARBAGE DISPOSAL	TCC	TEMPERATURE CONTROL CONTRACTOR
GEN	GENERATOR	TEL	TELEPHONE
GFI or GFCI	GROUND FAULT CIRCUIT INTERRUPTER	TL	TRIST LOCK
GBC	GALVANIZED RIGID CONDUIT	TR, TRANS or TRFMR	TRANSFORMER
GND or GRND	GROUND	TTB	TELEPHONE TERMINATION BOARD
		TV	TELEVISION
H & AC	HEATING & AIR CONDITIONING	TVSS	SUPPRESSION
H & V	HEATING & VENTILATING	TYP	TYPICAL
HA	HANDICAP ACCESS DOOR		
HD	HAND DRYER	UG	UNDERGROUND
HID	HIGH INTENSITY DISCHARGE	UH	UNIT HEATER
HP	HORSE POWER	UV	UNIT VENTILATOR
HPS	HIGH PRESSURE SODIUM		
HTR	HEATING	V	VOLT
HTR	HEATER	VFD	VARIABLE FREQUENCY DRIVE
HVAC	HEATING, VENTILATION & AIR CONDITIONING	W	WATT OR WIRE
HZ	HERTZ (CYCLES/SEC)	W/	WITH
		W/O	WITHOUT
IC	INTERRUPTING CURRENT	WP	WEATHERPROOF
IGR	ISOLATED GROUND RECEPTACLE	WTR or H2O	WATER
IMC	INTERMEDIATE METAL CONDUIT	WS	WINDOW SHADE
INC	INCANDESCENT		
ISO	ISOLATED OR ISOLATION	XFMR	TRANSFORMER
J, JB or J-BOX	JUNCTION BOX	Y	WYE CONNECTION
KCMIL	THOUSAND CIRCULAR MILS		
KV	KILOVOLT		
KVA	KILOVOLT - AMPERE		
KVAR	KILOVOLT - AMPERE REACTIVE		
KW	KILOWATT		
KWH	KILOWATT - HOUR		

ELECTRICAL SYMBOLS			
	SPECIAL PURPOSE OUTLET OR CONNECTION		SWITCHBOARD/DISTRIBUTION PANEL SECTION
	DISCONNECT SWITCH		PANELBOARD OR LOAD CENTER (EXISTING TO REMAIN)
	COMBINATION STARTER/DISCONNECT		PANELBOARD OR LOAD CENTER
	TYPE OF EQUIP		CONDUIT IN WALL OR CEILING SPACE, ARROWS INDICATE HOW RUNS TO PANEL. NUMBERS INDICATE PANEL AND CIRCUIT IN PANEL.

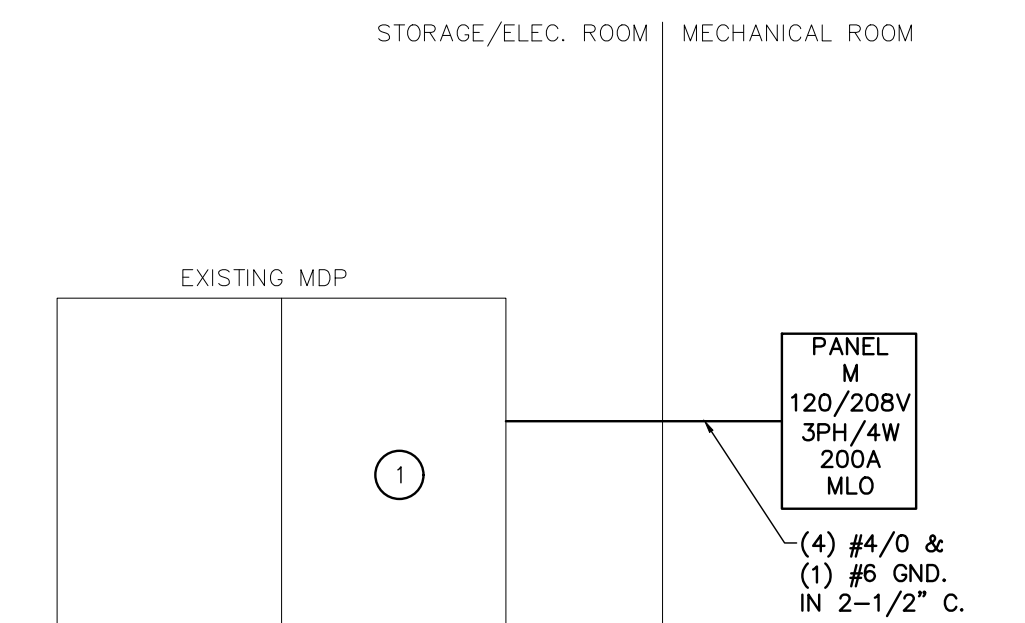
STARTER AND DISCONNECT SCHEDULE									
UNIT NO	MOTOR			STARTER			DISCONNECT		REMARKS
	HP/amp	VOLT PHASE	TYPE	NEMA SIZE	ENCLOSURE TYPE	KEY FEATURES	SWITCH SIZE	FUSE SIZE	
CL-1	22.4A	208/1	INTEGRAL	-	-	-	60A/2PFWP	PER NAMEPLATE	CTRL WIRING BY MECH
CL-2	22.4A	208/1	INTEGRAL	-	-	-	60A/2PFWP	PER NAMEPLATE	CTRL WIRING BY MECH
CL-3	30A	208/1	INTEGRAL	-	-	-	60A/2PFWP	PER NAMEPLATE	CTRL WIRING BY MECH
CL-4	30A	208/1	INTEGRAL	-	-	-	60A/2PFWP	PER NAMEPLATE	CTRL WIRING BY MECH
F-1	14.4A	120/1	INTEGRAL	-	-	-	FUSED SWITCH	PER NAMEPLATE	CTRL WIRING BY MECH
F-2	14.4A	120/1	INTEGRAL	-	-	-	FUSED SWITCH	PER NAMEPLATE	CTRL WIRING BY MECH
F-3	14.4A	120/1	INTEGRAL	-	-	-	FUSED SWITCH	PER NAMEPLATE	CTRL WIRING BY MECH
F-4	14.4A	120/1	INTEGRAL	-	-	-	FUSED SWITCH	PER NAMEPLATE	CTRL WIRING BY MECH
LH-1	9.6A	208/1	INTEGRAL	-	-	-	INTEGRAL	-	-
LH-2	18A	208/1	INTEGRAL	-	-	-	30A/2PFW	PER NAMEPLATE	-

COORDINATE EXACT REQUIREMENTS WITH MECHANICAL SHOP DRAWINGS PRIOR TO ORDERING EQUIPMENT OR RUNNING FEEDERS

PANEL M										
		VOLTS: 120/208		PHASE: 3		WIRE: 4		MAIN CAP. 200 AMPERES		
		AIC RATING: 22,000		GROUND BAR						
		MOUNTING: SURFACE		FEEDER SIZE:		SEE RISER		MAIN CONNECTION: MLO		
OUT NO	ITEM FED	LOAD WATTS	WIRE SIZE	CIRCUIT BREAKER	NEUTRAL	CIRCUIT BREAKER	WIRE	LOAD WATTS	ITEM FED	
NO				FRAME	POLES	FRAME	SIZE		NO	
1	FURNACE F-1	1,920	12 20	1	QOB	A	QOB 1 20	-	SPARE	2
3	FURNACE F-2	1,920	12 20	1	QOB	B	QOB 1 20	-	SPARE	4
5	FURNACE F-3	1,920	12 20	1	QOB	C	QOB 1 20	-	SPARE	6
7	FURNACE F-4	1,920	12 20	1	QOB	A	QOB 1 20	-	SPARE	8
9	CONDENSING UNIT CU-1	2,330	6 50	2	QOB	B	QOB 1 20	-	SPARE	10
11	-	2,330	6 -	-	QOB	C	QOB 1 20	-	SPARE	12
13	CONDENSING UNIT CU-2	2,330	6 50	2	QOB	A	QOB 1 20	-	SPARE	14
15	-	2,330	6 -	-	QOB	B	QOB 1 20	-	SPARE	16
17	CONDENSING UNIT CU-3	3,120	4 60	2	QOB	C	QOB 1 20	-	SPARE	18
19	-	3,120	4 -	-	QOB	A	QOB 1 20	-	SPARE	20
21	CONDENSING UNIT CU-4	3,120	4 60	2	QOB	B	QOB 1 20	-	SPARE	22
23	-	3,120	4 -	-	QOB	C	QOB 1 20	-	SPARE	24
25	SPACE ONLY	-	-	-	QOB	A	QOB - - -	-	SPACE ONLY	26
27	SPACE ONLY	-	-	-	QOB	B	QOB - - -	-	SPACE ONLY	28
29	SPACE ONLY	-	-	-	QOB	C	QOB - - -	-	SPACE ONLY	30
31	SPACE ONLY	-	-	-	QOB	A	QOB - - -	-	SPACE ONLY	32
33	SPACE ONLY	-	-	-	QOB	B	QOB - - -	-	SPACE ONLY	34
35	SPACE ONLY	-	-	-	QOB	C	QOB - - -	-	SPACE ONLY	36
37	SPACE ONLY	-	-	-	QOB	A	QOB - - -	-	SPACE ONLY	38
39	SPACE ONLY	-	-	-	QOB	B	QOB - - -	-	SPACE ONLY	40
41	SPACE ONLY	-	-	-	QOB	C	QOB - - -	-	SPACE ONLY	42

APPROXIMATE CONNECTED LOAD

A	9,290 WATTS
B	9,700 WATTS
C	10,490 WATTS



NOTES:
1. CONNECT NEW PANEL FEEDER TO EXISTING 200A/3P FUSED SWITCH FORMERLY SERVING CONDENSING UNIT. REMOVE EXISTING FUSES, AND REPLACE WITH 200A FUSES. REMOVE EXISTING LABEL, AND PROVIDE NEW ENGRAVED LABEL READING "PANEL M".

POWER DISTRIBUTION DIAGRAM
NO SCALE

WPE WEST PLAINS ENGINEERING, INC.
145 S. DURBIN, SUITE 205 • CASPER, WY 82401
PHONE: (307) 234-9484 • FAX: (307) 234-9494
Rapid City, SD • Sioux Falls, SD • Casper, WY • Cedar Rapids, IA • Bisbee, AZ

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REVISIONS		
#	DESCRIPTION	DATE

ELECTRICAL SCHEDULES & DETAILS
SENIOR CITIZENS' CENTER HVAC REPLACEMENT
BIG HORN COUNTY
GREYBULL, WYOMING

PROJECT#:	BC16012
DESIGNED:	JE
DRAWN:	JM
APPROVED:	TW
DATE:	8-1-16

Professional Engineer (Electrical)
TODD A. WEIDNER
14137
Date: 8/1/16
WYOMING

SHEET:
E-2
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PROJECT MANUAL:

BIG HORN COUNTY

SENIOR CENTER

HVAC REPLACEMENT

BASIN, WYOMING

PROJECT NO: BC16012

DATE: AUGUST 1, 2016

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**SECTION 00 1113
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. Big Horn County
- B. Address:
 - P.O. Box 31
 - Basin, WY, 82410

1.02 AND THE ENGINEER (HEREINAFTER REFERRED TO AS ENGINEER):

- A. West Plains Engineering, Inc.
- B. Address:
 - 145 S Durbin, Suite 205
 - Casper, WY 82601

1.03 DATE: AUGUST 30, 2016

1.04 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for construction of a HVAC Replacement located at 417 South 2nd Street, Greybull WY 82426 before 2:00 pm local standard time on the 30 day of August, 2016, for:
- B. Project: Big Horn County Senior Center - HVAC Replacement
- C. Project Description:
 - 1. Replacement of the existing Big Horn County Senior Center HVAC system with a new HVAC system.
- D. Bid Documents for a Stipulated Sum contract may be obtained from the office of the Design Professional free of charge upon receipt of a refundable deposit, by cash, in the amount of \$50 for one set.
- E. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 10 percent of the Bid Amount.
- F. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- G. Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.
- H. The Owner reserves the right to accept or reject any or all offers.

1.05 SIGNATURE

- A. For: Big Horn County
- B. By: _____
 - 1. Signed: _____

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

SUMMARY

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Owner at P.O. Box 31 Basin, WY 82410 before 2:00 p.m. local standard time on the 30 day of August.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete a HVAC Replacement located at 417 South 2nd Street, Greybull WY 82426 for a Stipulated Sum contract, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises renovation and demolition, including mechanical and electrical Work.

2.04 CONTRACT TIME

- A. Perform the Work within the time stated in Section 01 1000 - Summary.
- B. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date. The bidder may suggest a revision to the Contract Time with a specific adjustment to the Bid Amount.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- C. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 AVAILABILITY

- A. Bid Documents may be obtained electronically from the Engineer. Contact Scott Isenock at West Plains Engineering at scott.isenock@westplainsengineering.com or via phone at 307-234-9484.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.03 EXAMINATION

- A. Bid Documents may be viewed at the office of Engineer .
- B. Upon receipt of Bid Documents verify that documents are complete. Notify Engineer should the documents be incomplete.
- C. Immediately notify Engineer upon finding discrepancies or omissions in the Bid Documents.

3.04 INQUIRIES/ADDENDA

- A. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- B. Verbal answers are not binding on any party.

- C. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients .

3.05 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. When a request to substitute a product is made, Engineer may approve the substitution and will issue an Addendum to known bidders.
- C. The submission shall provide sufficient information to determine acceptability of such products.
- D. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- E. Provide products as specified unless substitutions are submitted in this manner and accepted.
- F. See Section 01 6000 - Product Requirements for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The bidder is required to contact Owner at the following address and phone number in order to arrange a date and time to visit the project site: maintenance@bighorncountyywy.gov or via phone at 307-568-2358.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State .

BID SUBMISSION

6.01 PROOF OF RESIDENCY

- A. Bidders bidding as resident Business Entities (e.g., Corporations and Limited Liability Companies) shall include with the bid a copy of State of Wyoming Certificate of Residency Status.
- B. Pursuant to W.S. 16-6-102 preference will be given to resident bidders. Bidders must obtain Residency Certification, prior to bidding, from the State of Wyoming Department of Employment. The project will be let to the certified resident bidder making the lowest bid if certified resident's bid is not more than 5% higher than the lowest responsible nonresident bidder and the resident bidder does not propose to subcontract more than thirty (30%) of the work to nonresident contractors (Wyo. Stat. 16-6-101, et seq.). Resident for this purpose means a person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation certified as a resident by the Department of Employment prior to bidding upon the Contract and meeting the further criteria in W.S. 16-6-101, et seq. A resident bidder shall submit a copy of its certificate of residency with its bid.

6.02 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

6.03 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all security deposits will be returned.

7.02 CONSENT OF SURETY

- A. Submit with the Bid: _____.

7.03 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance bond as described in 00 7300 - Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount.

7.04 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on the form provided stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

7.05 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.06 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Engineer on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

END OF SECTION

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
Big Horn County
P.O. Box 31
Basin, WY 82410

1.02 FOR:

- A. Big Horn County Senior Center - HVAC Replacement
 - 1. 417 South 2nd Street
 - 2. Greybull, WY 82426

1.03 DATE: _____ (BIDDER TO ENTER DATE)

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

- A. Bidder's Full Name _____
 - 1. Address _____
 - 2. 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 Contract Documents prepared by West Plains Engineering, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- E. All applicable federal taxes are included and State of _____ taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty 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 seven days of receipt of Notice of 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.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:

B. Complete the Work by the 15th day of November 2016.

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 # _____ Dated _____.
- 2. Addendum # _____ Dated _____.

1.09 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)
- H. _____
- I. (Authorized signing officer, Title)

END OF BID FORM

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and



AMERICAN CONSULTING
ENGINEERS COUNCIL



Issued and Published Jointly By

**National Society of
Professional Engineers**
Professional Engineers in Private Practice



AMERICAN SOCIETY OF
CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General



Contractors of America

Construction Specifications Institute



These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases,

steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The

use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified

in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids),

except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property

monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous

Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing

in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements

of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be

correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work

at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion

pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required

of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with

any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. "Or-Equal" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under

paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly

required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or

entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor

or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits

and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not

unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work

Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and

responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample

submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop

Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except

as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from

and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations

and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another

representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereof of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority

or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change

Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable,

and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be

considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allow-

ances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 12 - CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES**

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no

fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by

Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given

to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop

the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that

item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In

connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests,

revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:
 - a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling OWNER to a set-off against the amount recommended; or
 - d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.
2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld.

OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibility.

ties pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate

the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.



AIA[®] Document G715[™] – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT (Name and address): _____

INSURED _____

- | | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| A. General Liability | | | |
| 1. Does the General Aggregate apply to this Project only? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does this policy include coverage for: | | | |
| a. Premises - Operations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Explosion, Collapse and Underground Hazards? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Personal Injury Coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Products Coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Completed Operations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Contractual Coverage for the Insured's obligations in A201? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If coverage is written on a claims-made basis, what is the: | | | |
| a. Retroactive Date? | | | |
| b. Extended Reporting Date? | | | |
| B. Worker's Compensation | | | |
| 1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Final Payment Information | | | |
| 1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Termination Provisions | | | |
| 1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Other Provisions | | | |

Authorized Representative

Date of Issue



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: PROJECT: _____

FROM CONTRACTOR: VIA ARCHITECT: _____

APPLICATION NO: _____

PERIOD TO: _____

CONTRACT FOR: _____

CONTRACT DATE: _____

PROJECT NOS: _____ / _____

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE:

- a. _____ % of Completed Work (Column D + E on G703) \$ _____
 - b. _____ % of Stored Material (Column F on G703) \$ _____
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE \$ _____
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ _____

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

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

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

By: _____ Date: _____

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



AIA[®]

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
		ARCHITECT: <input type="checkbox"/>
	CONTRACT FOR:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	OTHER: <input type="checkbox"/>

STATE OF:
COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment Yes No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

 **AIA**[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR:	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:

COUNTY OF:

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®]

Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

CONTRACT FOR:

CONTRACTOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

SURETY:

OTHER:

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

on bond of
(Insert name and address of Contractor)

, SURETY,

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

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Big Horn County Senior Center - HVAC Replacement.
- B. Owner's Name: County of Big Horn, Wyoming.
- C. Engineer's Name: West Plains Engineering, Inc..
- D. The Project consists of the replacement of the existing HVAC system for the Senior Center portion of the building by December 31, 2016. The Senior Center portion of the building is approximately 6,240 square feet..

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a stipulated price.

1.03 WORK BY OWNER

- A. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion. Some items include:
 - 1. Existing Ceiling Removal.
 - 2. New Ceilings.
 - 3. New Lighting.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy portions of the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. 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. 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.
- C. Utility Outages and Shutdown:
 - 1. Prevent accidental disruption of utility services to other facilities.

END OF SECTION

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. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Engineer for approval.
- B. Forms filled out by hand will not be accepted.
- C. 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. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- F. 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, but not more than once per month.
- B. Form to be used: AIA G702 Application and Certificate for Payment.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. 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.
- F. Execute certification by signature of authorized officer.
- G. 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.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- I. Submit three copies of each Application for Payment.
- J. Include the following with the application:
 - 1. Transmittal letter as specified for Submittals in Section 01 3000.

2. Construction progress schedule, revised and current as specified in Section 01 3000.
 3. Partial release of liens from major Subcontractors and vendors.
- K. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Engineer will issue instructions directly to Contractor.
- C. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- E. Contractor may propose a change by submitting a request for change to Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 1. For change requested by Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Engineer.
- G. Substantiation of Costs: Provide full information required for evaluation.
 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 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.
 - d. 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.
- H. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. 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.

- J. 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.
- K. 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 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Construction progress schedule.
- B. Progress photographs.
- C. Submittals for review, information, and project closeout.
- D. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- B. Section 01 7800 - Closeout Submittals: Project record documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- 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.
 - 1. 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.

3.02 PROGRESS PHOTOGRAPHS

- A. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- B. Photography Type: Digital; electronic files.

3.03 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
- 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.
- C. 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.

3.04 SUBMITTALS FOR INFORMATION

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

- B. Submit for Engineer's knowledge as contract administrator or for Owner. No action will be taken.

3.05 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:
 - 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.

3.06 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

3.07 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. 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.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Engineer review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing and inspection agencies and services.
- B. Control of installation.
- C. Tolerances.
- D. Manufacturers' field services.
- E. Defect Assessment.

1.02 RELATED REQUIREMENTS

1.03 TESTING AND INSPECTION AGENCIES AND SERVICES

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 Engineer 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 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by Engineer.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.

3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Engineer 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-conformance to specified requirements shall be performed by the same agency on instructions by Engineer.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

2.04 MANUFACTURERS' FIELD SERVICES

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

2.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to 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.

END OF SECTION

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 4000 - Quality Requirements: Product quality monitoring.

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.
- 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.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Containing lead, cadmium, asbestos.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: 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.

2.03 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 PROCEDURES

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. 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.

- C. 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.
- D. Substitution Submittal Procedure (after contract award):
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

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.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

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, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. 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 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.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 - 1. Minimum of 3 years of documented experience.

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

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 shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 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 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

3.04 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 shown.
 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.
- C. Services (Including but not limited to HVAC and Plumbing): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. 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.

3.05 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-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
 - E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
 - F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
 - G. Restore work with new products in accordance with requirements of Contract Documents.
 - H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
 - I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 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.

3.06 PROGRESS CLEANING

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

3.07 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 plastic coverings if possible.

3.08 SYSTEM STARTUP

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

3.09 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- D. 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.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean filters of operating equipment.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

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

- 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 and ready for Engineer's Substantial Completion final inspection.
- H. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

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 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
 - 4. 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 3 EXECUTION

2.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Product substitutions or alternates utilized.
 2. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.

2.02 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.

2.03 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. 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.
- D. 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.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Include test and balancing reports.
- J. Additional Requirements: As specified in individual product specification sections.

2.04 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 Engineer, 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.

2.05 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.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

SECTION 23 0553
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nameplates.
- B. Tags.

1.02 REFERENCE STANDARDS

- A. ASTM D709 - Standard Specification for Laminated Thermosetting Materials; 2001 (Reapproved 2007).

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

- A. Air Handling Units: Nameplates.
- B. Small-sized Equipment: Tags.
- C. Thermostats: Nameplates.

2.02 NAMEPLATES

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

2.03 TAGS

- A. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.

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.

END OF SECTION

SECTION 23 0593
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.

1.02 REFERENCE STANDARDS

- A. AABC MN-1 - AABC National Standards for Total System Balance; Associated Air Balance Council; 2002.
- B. NEBB (TAB) - Procedural Standards for Testing Adjusting Balancing of Environmental Systems; National Environmental Balancing Bureau; 2005, Seventh Edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 1. 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.
 - 2. 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.
 - 3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
 - 4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
 - 5. Units of Measure: Report data in I-P (inch-pound) units only.
 - 6. Include the following on the title page of each report:
 - a. Name of Testing, Adjusting, and Balancing Agency.
 - b. Address of Testing, Adjusting, and Balancing Agency.
 - c. Telephone number of Testing, Adjusting, and Balancing Agency.
 - d. Project name.
 - e. Project location.
 - f. Project Engineer.
 - g. Project Engineer.
 - h. Project Contractor.
 - i. Project altitude.
 - j. Report date.

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 MN-1, AABC National Standards for Total System Balance.
 - 2. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
- 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:

1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 2. Having minimum of three years documented experience.
 3. Certified by one of the following:
 - a. AABC, Associated Air Balance Council: www.aabchq.com; upon completion submit AABC National Performance Guaranty.
 - b. NEBB, National Environmental Balancing Bureau: www.nebb.org.
- E. TAB Supervisor Qualifications: Certified by same organization as TAB agency.

3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
1. Systems are started and operating in a safe and normal condition.
 2. Temperature control systems are installed complete and operable.
 3. Proper thermal overload protection is in place for electrical equipment.
 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 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 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.

3.04 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. Mark on the drawings the locations where traverse and other critical measurements were taken and cross reference the location in the final report.
- D. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- E. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.
- F. Check and adjust systems approximately six months after final acceptance and submit report.

3.05 AIR SYSTEM PROCEDURE

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

- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- G. 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 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.

3.06 SCOPE

- A. Test, adjust, and balance the following:
 - 1. Forced Air Furnaces
 - 2. Fans
 - 3. Air Inlets and Outlets

3.07 MINIMUM DATA TO BE REPORTED

- A. Combustion Equipment:
 - 1. Model number
 - 2. Serial number
 - 3. Firing rate
 - 4. Heat input
 - 5. Burner manifold gas pressure
- B. Air Cooled Condensers:
 - 1. Identification/number
 - 2. Location
 - 3. Manufacturer
 - 4. Model number
 - 5. Serial number
 - 6. Number of compressors
- C. Air Moving Equipment:
 - 1. Location
 - 2. Manufacturer
 - 3. Model number
 - 4. Serial number
 - 5. Arrangement/Class/Discharge
 - 6. Air flow, specified and actual
 - 7. Return air flow, specified and actual
 - 8. Outside air flow, specified and actual
 - 9. Total static pressure (total external), specified and actual
 - 10. Sheave Make/Size/Bore
 - 11. Number of Belts/Make/Size
 - 12. Fan RPM
- D. Duct Traverses:
 - 1. System zone/branch
 - 2. Duct size

3. Area
 4. Design air flow
 5. Test air flow
 6. Duct static pressure
- E. Air Distribution Tests:
1. Air terminal number
 2. Room number/location
 3. Terminal type
 4. Terminal size
 5. Design air flow
 6. Test (final) air flow
 7. Percent of design air flow

END OF SECTION

SECTION 23 0713
DUCT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Duct insulation.
- B. Duct Liner.

1.02 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- B. ASTM C553 - Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2011.
- C. ASTM C916 - Standard Specification for Adhesives for Duct Thermal Insulation; 1985 (Reapproved 2007).
- D. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings; 2008.
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- F. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2010.
- G. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2009.
- H. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.
- I. SMACNA (DCS) - HVAC Duct Construction Standards; Sheet Metal and Air Conditioning Contractors' National Association; 2005.

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 each service, and locations.

1.04 QUALITY ASSURANCE

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

1.05 DELIVERY, STORAGE, AND HANDLING

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

1.06 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 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84, NFPA 255, or UL 723.

2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturer:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.
 - 4. CertainTeed Corporation: www.certainteed.com.
 - 5. 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: 450 degrees F.
 - 3. Maximum Water Vapor Sorption: 5.0 percent by weight.
- C. Vapor Barrier Jacket:
 - 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
 - 2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
 - 3. Secure with pressure sensitive tape.
- D. Vapor Barrier Tape:
 - 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.
- E. Tie Wire: Annealed steel, 16 gage.

2.03 DUCT LINER

- A. Manufacturers:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville Corporation: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.
 - 4. CertainTeed Corporation: www.certainteed.com.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Insulation: Non-corrosive, incombustible glass fiber complying with ASTM C1071; rigid board; impregnated surface and edges coated with poly vinyl acetate polymer, acrylic polymer, or black composite.
 - 1. Fungi Resistance: ASTM G21.
 - 2. Apparent Thermal Conductivity: Maximum of 0.31 at 75 degrees F.
 - 3. Service Temperature: Up to 250 degrees F.
 - 4. Rated Velocity on Coated Air Side for Air Erosion: 5,000 fpm, minimum.
 - 5. Minimum Noise Reduction Coefficients:
 - a. 1 inch Thickness: 0.45.
- C. Adhesive: Waterproof, fire-retardant type, ASTM C916.
- D. Liner Fasteners: Galvanized steel, self-adhesive pad with integral head.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that ducts have been tested before applying insulation materials.
- B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION

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

- B. Install in accordance with NAIMA National Insulation Standards.
- C. Insulated ducts conveying air below ambient temperature:
 - 1. Provide insulation with vapor barrier jackets.
 - 2. Finish with tape and vapor barrier jacket.
 - 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 - 4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- D. Duct Liner Application:
 - 1. Adhere insulation with adhesive for 100 percent coverage.
 - 2. Secure insulation with mechanical liner fasteners. Refer to SMACNA HVAC Duct Construction Standards for spacing.
 - 3. Seal and smooth joints. Seal and coat transverse joints.
 - 4. Seal liner surface penetrations with adhesive.
 - 5. Duct dimensions indicated are net inside dimensions required for air flow. Increase duct size to allow for insulation thickness.

3.03 SCHEDULES

- A. Outside Air Intake Ducts:
 - 1. Flexible Glass Fiber Duct Insulation.
 - 2. Thickness: 1-1/2 inches
- B. Supply Ducts:
 - 1. Round Ducts
 - a. Flexible Glass Fiber Duct Insulation.
 - b. Thickness: 1-1/2 inches
 - 2. Rectangular Ducts
 - a. Duct Liner
 - b. Thickness: 1 inch.
- C. Return Ducts:
 - 1. Round Ducts
 - a. None.
 - 2. Rectangular Ducts to minimum 20 feet upstream of furnace
 - a. Duct Liner
 - b. Thickness: 1 inch.

END OF SECTION

SECTION 23 3100
HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal ductwork.

1.02 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.
- B. Section 23 0713 - Duct Insulation: External insulation and duct liner.
- C. Section 23 3300 - Air Duct Accessories.
- D. Section 23 3700 - Air Outlets and Inlets.
- E. Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2008.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2011.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2012.
- D. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.
- E. SMACNA (DCS) - HVAC Duct Construction Standards; 2005.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.05 QUALITY ASSURANCE

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

1.06 REGULATORY REQUIREMENTS

- A. Construct ductwork to NFPA 90A standards.

1.07 FIELD CONDITIONS

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 PRODUCTS

2.01 DUCT ASSEMBLIES

- A. All Ducts: Galvanized steel, unless otherwise indicated.
- B. Low Pressure Supply (System with Cooling Coils): 1 inch w.g. pressure class, galvanized steel.
- C. Return and Relief: 1 inch w.g. pressure class, galvanized steel.
- D. Outside Air Intake: 1 inch w.g. pressure class, galvanized steel.

2.02 MATERIALS

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G90/Z275 coating.

- B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
 - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
 - 2. VOC Content: Not more than 250 g/L, excluding water.
 - 3. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero, when tested in accordance with ASTM E84.
 - 4. For Use With Flexible Ducts: UL labeled.
- C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

2.03 DUCTWORK FABRICATION

- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- C. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.
- D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- E. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA HVAC Duct Construction Standards.
- F. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

2.04 MANUFACTURED DUCTWORK AND FITTINGS

- A. Flexible Ducts: Two ply vinyl film supported by helically wound spring steel wire.
 - 1. Pressure Rating: 10 inches WG positive and 1.0 inches WG negative.
 - 2. Maximum Velocity: 4000 fpm.
 - 3. Temperature Range: -10 degrees F to 160 degrees F.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards.
- B. Install in accordance with manufacturer's instructions.
- C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Flexible Ducts: Connect to metal ducts with adhesive.
- E. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- F. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- G. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- H. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.
- I. Use double nuts and lock washers on threaded rod supports.

J. At exterior wall louvers, seal duct to louver frame and install blank-out panels.

END OF SECTION

SECTION 23 3300
AIR DUCT ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backdraft dampers - metal.
- B. Duct access doors.
- C. Duct test holes.
- D. Flexible duct connections.
- E. Volume control dampers.

1.02 RELATED REQUIREMENTS

- A. Section 23 3100 - HVAC Ducts and Casings.

1.03 REFERENCE STANDARDS

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.
- B. SMACNA (DCS) - HVAC Duct Construction Standards; 2005.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Project Record Drawings: Record actual locations of access doors and test holes.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect dampers from damage to operating linkages and blades.

PART 2 PRODUCTS

2.01 BACKDRAFT DAMPERS - METAL

- A. Gravity Backdraft Dampers, Size 18 x 18 inches or Smaller, Furnished with Air Moving Equipment: Air moving equipment manufacturer's standard construction.
- B. Multi-Blade, Parallel Action Gravity Balanced Backdraft Dampers: Galvanized steel, with center pivoted blades of maximum 6 inch width, with felt or flexible vinyl sealed edges, linked together in rattle-free manner with 90 degree stop, steel ball bearings, and plated steel pivot pin; adjustment device to permit setting for varying differential static pressure.

2.02 DUCT ACCESS DOORS

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- B. Access doors with sheet metal screw fasteners are not acceptable.

2.03 DUCT TEST HOLES

- A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.

2.04 FLEXIBLE DUCT CONNECTIONS

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- B. Flexible Duct Connections: Fabric crimped into metal edging strip.
 - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd.

2. Metal: 3 inches wide, 24 gage thick galvanized steel.

2.05 VOLUME CONTROL DAMPERS

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- B. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.
 1. Fabricate for duct sizes up to 6 x 30 inch.
 2. Blade: 24 gage, minimum.
- C. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
 1. Blade: 18 gage, minimum.
- D. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings.
- E. Quadrants:
 1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
 3. Where rod lengths exceed 30 inches provide regulator at both ends.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards. Refer to Section 23 3100 for duct construction and pressure class.
- B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- C. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and elsewhere as indicated. Provide for cleaning kitchen exhaust ducts in accordance with NFPA 96. Provide minimum 8 x 8 inch size for hand access, size for shoulder access, and as indicated. Provide 4 x 4 inch for balancing dampers only. Review locations prior to fabrication.
- D. Provide duct test holes where indicated and required for testing and balancing purposes.
- E. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- F. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- G. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION

SECTION 23 3700
AIR OUTLETS AND INLETS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Diffusers.
- B. Registers/grilles.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
- C. Project Record Documents: Record actual locations of air outlets and inlets.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Carnes Company HVAC: www.carnes.com.
- B. Hart & Cooley, Inc: www.hartandcooley.com.
- C. Krueger: www.krueger-hvac.com.
- D. Price Industries: www.price-hvac.com.
- E. Titus: www.titus-hvac.com.
- F. Metal-Aire..
- G. Tuttle & Bailey.
- H. Greenheck.
- I. Ruskin.
- J. Louvers and Dampers.
- K. Nailor.
- L. Substitutions: See Section 01 6000 - Product Requirements.

2.02 RECTANGULAR CEILING DIFFUSERS

- A. Type: Provide square, stamped, multi-core diffuser to discharge air in 360 degree pattern .
- B. Frame: Provide surface mount and inverted T-bar type.
- C. Fabrication: Steel with baked enamel finish.
- D. Color: As scheduled.
- E. Accessories: Provide radial opposed blade volume control damper; removable core with damper adjustable from diffuser face.

2.03 CEILING SUPPLY REGISTERS/GRILLES

- A. Type: Streamlined and individually adjustable curved blades to discharge air along face of grille, two-way deflection.
- B. Frame: 1-1/4 inch margin with countersunk screw mounting and gasket.
- C. Construction: Made of aluminum extrusions with factory enamel finish.
- D. Color: As scheduled.

- E. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.

2.04 CEILING EXHAUST AND RETURN REGISTERS/GRILLES

- A. Type: Streamlined blades, 3/4 inch minimum depth, 3/4 inch maximum spacing, with blades set at 45 degrees, vertical face.
- B. Frame: 1-1/4 inch margin with countersunk screw mounting.
- C. Fabrication: Steel with 20 gage minimum frames and 22 gage minimum blades, steel and aluminum with 20 gage minimum frame, or aluminum extrusions, with factory baked enamel finish.
- D. Color: As scheduled.

2.05 WALL SUPPLY REGISTERS/GRILLES

- A. Type: Streamlined and individually adjustable blades, 3/4 inch minimum depth, 3/4 inch maximum spacing with spring or other device to set blades, vertical face, double deflection.
- B. Frame: 1-1/4 inch margin with countersunk screw mounting and gasket.
- C. Fabrication: Steel with 20 gage minimum frames and 22 gage minimum blades, steel and aluminum with 20 gage minimum frame, or aluminum extrusions, with factory baked enamel finish.
- D. Color: As scheduled.
- E. Damper: Integral, gang-operated opposed blade type with removable key operator, operable from face.

2.06 WALL EXHAUST AND RETURN REGISTERS/GRILLES

- A. Type: Streamlined blades, 3/4 inch minimum depth, 3/4 inch maximum spacing, with spring or other device to set blades, vertical face.
- B. Frame: 1-1/4 inch margin with countersunk screw mounting.
- C. Fabrication: Steel frames and blades, with factory baked enamel finish.
- D. Color: As scheduled.
- E. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
- C. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.

END OF SECTION

SECTION 23 5400
FURNACES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Forced air furnaces.
- B. Controls.

1.02 RELATED REQUIREMENTS

- A. Section 23 0713 - Duct Insulation: Duct Liner.
- B. Section 22 1005 - Plumbing Piping: Natural gas piping.
- C. Section 23 3100 - HVAC Ducts and Casings.
- D. Section 26 2717 - Equipment Wiring: Electrical characteristics and wiring connections and installation and wiring of thermostats and other controls components.

1.03 REFERENCE STANDARDS

- A. NFPA 54 - National Fuel Gas Code; National Fire Protection Association; 2012.
- B. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association; 2012.
- C. NFPA 211 - Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances; National Fire Protection Association; 2010.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.
- C. Project Record Documents: Record actual locations of components and connections.
- D. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.
- E. Warranty: Submit manufacturers warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.
- F. 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 Filters: One for each furnace.

1.05 QUALITY ASSURANCE

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

1.06 REGULATORY REQUIREMENTS

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide three year manufacturers warranty for solid state ignition modules.
- C. Provide ten year manufacturers warranty for heat exchangers.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Carrier Corporation: www.carrier.com.
- B. Trane Inc: www.trane.com.
- C. York International Corporation / Johnson Controls: www.york.com.
- D. Daikin.
- E. Lennox.
- F. Amana.
- G. American Standard.
- H. Substitutions: See Section 01 6000 - Product Requirements.

2.02 GAS FIRED FURNACES

- A. Annual Fuel Utilization Efficiency (AFUE): 0.95 ("condensing").
- B. Units: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, heating element, controls, air filter, humidifier, and accessories; wired for single power connection with control transformer.
 - 1. Safety certified by CSA in accordance with ANSI Z 21.47.
 - 2. Venting System: Direct.
 - 3. Combustion: Sealed
 - 4. Air Flow Configuration: Upflow.
 - 5. Heating: Natural gas fired.
 - 6. Accessories:
 - a. Condensate drain.
 - b. Concentric roof termination kit.
- C. Cabinet: Steel with baked enamel finish, easily removed and secured access doors with safety interlock switches, glass fiber insulation with reflective liner. Provide additional steel base.
- D. Primary Heat Exchanger:
 - 1. Material: Hot-rolled steel
 - 2. Shape: Tubular type.
- E. Secondary Heat Exchanger:
 - 1. Material: Aluminized steel.
- F. Gas Burner:
 - 1. Atmospheric type with adjustable combustion air supply,
 - 2. Gas valve, two stage provides 100 percent safety gas shut-off; 24 volt combining pressure regulation, safety pilot, manual set (On-Off), pilot filtration, automatic electric valve.
 - 3. Electronic pilot ignition, with electric spark igniter.
 - 4. Combustion air damper with synchronous spring return damper motor.
 - 5. Non-corrosive combustion air blower with permanently lubricated motor.
- G. Gas Burner Safety Controls:
 - 1. Thermocouple sensor: Prevents opening of gas valve until pilot flame is proven and stops gas flow on ignition failure.
 - 2. Flame rollout switch: Installed on burner box and prevents operation.
 - 3. Vent safety shutoff sensor: Temperature sensor installed on draft hood and prevents operation, manual reset.
 - 4. Limit Control: Fixed stop at maximum permissible setting, de-energizes burner on excessive bonnet temperature, automatic resets.
- H. Supply Fan: Centrifugal type rubber mounted with direct drive with adjustable variable pitch motor pulley.
- I. Motor: Variable speed.

- J. Air Filters: 1 inch thick glass fiber, disposable type arranged for easy replacement.
- K. Operating Controls
 - 1. Room Thermostat: Cycles burner to maintain room temperature setting.
 - 2. Supply Fan Control: Energize from bonnet temperature independent of burner controls, with adjustable timed off delay and fixed timed on delay, with manual switch for continuous fan operation. Provide continuous low speed fan operation.

2.03 THERMOSTATS

- A. Room Thermostat: Low voltage, electric solid state microcomputer based room thermostat with remote sensor:
 - 1. System selector switch (heat-off) and fan control switch (auto-on).
 - 2. Preferential rate control to minimize overshoot and deviation from setpoint.
 - 3. Instant override of setpoint for continuous or timed period from one hour to 31 days.
 - 4. Short cycle protection.
 - 5. Programming based on weekdays, Saturday and Sunday.
 - 6. Selection features including degree F or degree C display, 12 or 24 hour clock, keyboard disable, remote sensor, fan on-auto.
 - 7. Battery replacement without program loss.
 - 8. Thermostat display:
 - a. Actual room temperature.
 - b. System mode indication: heating, cooling, fan auto, off, and on, auto or on, off.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrates are ready for installation of units and openings are as indicated on shop drawings.
- B. Verify that proper power supply is available and located correctly.
- C. Verify that proper fuel supply is available for connection.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and requirements of authorities having jurisdiction.
- B. Install in accordance with NFPA 90A.
- C. Install gas fired furnaces in accordance with NFPA 54.
- D. Provide vent connections in accordance with NFPA 211.

END OF SECTION

SECTION 23 6213

PACKAGED AIR-COOLED REFRIGERANT COMPRESSOR AND CONDENSER UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Condensing unit package.
- B. Charge of refrigerant and oil.
- C. Controls and control connections.
- D. Refrigerant piping connections.
- E. Motor starters.
- F. Electrical power connections.

1.02 RELATED REQUIREMENTS

- A. Section 26 2717 - Equipment Wiring: Electrical characteristics and wiring connections.

1.03 REFERENCE STANDARDS

- A. ASHRAE Std 23.1 - Methods of Testing for Rating Positive Displacement Refrigerant Compressors and Condensing Units; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 2010.
- B. ASHRAE Std 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings; American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.; 2010, Including All Addenda (ANSI/ASHRAE/
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2008.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide rated capacities, weights specialties and accessories, electrical nameplate data, and wiring diagrams. Include equipment served by condensing units in submittal, or submit at same time, to ensure capacities are complementary.
- C. Operation and Maintenance Data: Include start-up instructions, maintenance instructions, parts lists, controls, and accessories.
- D. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's installation instructions for rigging, unloading, and transporting units.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide a five year warranty to include coverage for refrigerant compressors.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Carrier Corporation: www.carrier.com.
- B. Trane Inc: www.trane.com.
- C. York International Corporation / Johnson Controls: www.york.com.

- D. Lennox .
- E. Amana.
- F. American Standard.
- G. Daikin
- H. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MANUFACTURED UNITS

- A. Units: Self-contained, packaged, factory assembled and pre-wired units suitable for outdoor use consisting of cabinet, compressors, condensing coil and fans, integral sub-cooling coil, controls, liquid receiver, wind deflector, and screens.
- B. Construction and Ratings: In accordance with AHRI 210/240. Test in accordance with ASHRAE Std 23.
- C. Performance Ratings: Energy Efficiency Rating (EER) and Coefficient of Performance (COP) not less than prescribed by ASHRAE Std 90.1.

2.03 CASING

- A. House components in welded steel frame with galvanized steel panels with weather resistant, baked enamel finish.
- B. Mount starters, disconnects, and controls in weatherproof panel provided with full opening access doors. Provide mechanical interlock to disconnect power when door is opened.
- C. Provide removable access doors or panels with quick fasteners and piano hinges.

2.04 CONDENSER COILS

- A. Coils: Aluminum fins mechanically bonded to seamless copper tubing. Provide sub-cooling circuits. Air test under water to 425 psig, and vacuum dehydrate. Seal with holding charge of nitrogen.
- B. Coil Guard: Louvered .

2.05 FANS AND MOTORS

- A. Vertical discharge direct driven propeller type condenser fans with fan guard on discharge. Equip with roller or ball bearings with grease fittings extended to outside of casing.
- B. Weatherproof motors suitable for outdoor use, single phase permanent split capacitor or 3 phase, with permanent lubricated ball bearings and built in current and thermal overload protection.

2.06 COMPRESSORS

- A. Compressor: Semi-hermetic reciprocating type.
- B. Mounting: Statically and dynamically balance rotating parts and mount on spring vibration isolators. Internally isolate hermetic units on springs.
- C. Lubrication System: Reversible, positive displacement oil pump with oil charging valve, oil level sight glass, and magnetic plug or strainer.
- D. Motor: Constant speed 1800 rpm suction gas cooled with electronic sensor and winding over temperature protection, designed for across-the-line starting. Furnish with starter.
- E. Capacity Reduction Equipment: Suction valve unloaders, with lifting mechanism operated by electrically actuated solenoid valve, with unloaded compressor start; controlled from suction pressure.
- F. Sump Oil Heater: Evaporates refrigerant returning to sump during shut down. Energize heater continuously when compressor is not operating.

2.07 REFRIGERANT CIRCUIT

- A. Provide each unit with one refrigerant circuit, factory supplied and piped. Refer to Section 23 2300.

- B. For each refrigerant circuit, provide:
 1. Filter dryer replaceable core type.
 2. Liquid line sight glass and moisture indicator.
 3. Thermal expansion valve for maximum operating pressure.
 4. Insulated suction line.
 5. Suction and liquid line service valves and gage ports.
 6. Liquid line solenoid valve.
 7. Charging valve.
 8. Discharge line check valve.
 9. Compressor discharge service valve.
 10. Condenser pressure relief valve.
- C. For heat pump units, provide reversing valve, suction line accumulator, flow control check valve, and solid-state defrost control utilizing thermistors.

2.08 CONTROLS

- A. On unit, mount weatherproof steel control panel, NEMA 250, containing power and control wiring, molded case disconnect switch, factory wired with single point power connection. .
- B. For each compressor, provide across-the-line starter, non-recycling compressor overload, starter relay, and control power transformer or terminal for controls power. Provide manual reset current overload protection. For each condenser fan, provide across-the-line starter with starter relay.
- C. Provide safety controls arranged so any one will shut down machine:
 1. High discharge pressure switch (manual reset) for each compressor.
 2. Low suction pressure switch (automatic reset) for each compressor.
 3. Oil Pressure switch (manual reset).
- D. Provide the following operating controls:
 1. Thermostat located in room cycles compressors activates cylinder unloaders.
 2. One minute off timer prevents compressor from short cycling.
 3. Periodic pump-out timer to pump down on high evaporator refrigerant pressure.
 4. Low ambient temperature controls.
 5. Low ambient thermostat to lock out compressor at low ambient temperatures.
- E. Provide controls to permit operation down to 0 degrees F ambient temperature.
- F. Gages: Prepped for suction and discharge refrigerant pressures and oil pressure for each compressor.
- G. Provide low voltage, adjustable thermostat to control heating stages in sequence with delay between stages, compressor stages, and supply fan to maintain temperature setting:

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's installation instructions.
- B. Complete structural, mechanical, and electrical connections in accordance with manufacturer's installation instructions.
- C. Provide for connection to electrical service. Refer to Section 26 2717.

3.02 SYSTEM STARTUP

- A. Supply initial charge of refrigerant and oil for each refrigeration system. Replace losses of oil or refrigerant prior to end of correction period.
- B. Charge system with refrigerant and test entire system for leaks after completion of installation. Repair leaks, put system into operation, and test equipment performance.

END OF SECTION

SECTION 26 0050
FIRESTOPPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Firestopping materials.
- B. Firestopping of all penetrations and interruptions to fire rated assemblies, whether indicated on drawings or not, and other openings indicated.

1.02 RELATED SECTIONS

- A. Section 26 0035 - Execution Requirements: Cutting and patching.

1.03 QUALITY ASSURANCE

- A. Fire Testing: Provide firestopping assemblies of designs which provide the specified fire ratings when tested in accordance with ASTM E 814 and ASTM E 119.

1.04 ENVIRONMENTAL REQUIREMENTS

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation. Maintain minimum temperature before, during, and for 3 days after installation of materials.
- B. Provide ventilation in areas where solvent-cured materials are being installed.

PART 2 PRODUCTS

2.01 FIRESTOPPING ASSEMBLIES

- A. Firestopping: Any material meeting requirements.
 - 1. Fire Ratings: Use any system listed by UL or tested in accordance with ASTM E 814 that has F Rating equal to fire rating of penetrated assembly and minimum T Rating Equal to F Rating and that meets all other specified requirements.

2.02 MATERIALS

- A. Elastomeric Silicone Firestopping: Single component silicone elastomeric compound and compatible silicone sealant; conforming to the following:
 - 1. Durability and Longevity: Permanent.
 - 2. Color: Red/Brown.
 - 3. Manufacturers:
 - a. 3M Product CP25WB+.
- B. Firestop Devices: Device with incombustible filler and sheet stainless steel jacket; conforming to the following:
 - 1. Durability and Longevity: Permanent .
 - 2. Manufacturers:
 - a. EZ Pathway Products; Product EZ Path.
- C. Intumescent Putty: Compound which expands on exposure to surface heat gain; conforming to the following:
 - 1. Potential Expansion: Minimum 1000 percent.
 - 2. Durability and Longevity: Permanent.
 - 3. Color: Red/Brown.
 - 4. Manufacturers:
 - a. 3M Product MPS+.
 - b. 3M Product MPP+.
- D. Firestop Pillows: Formed mineral fiber pillows; conforming to the following:
 - 1. Durability and Longevity: Permanent.
 - 2. Manufacturers:
 - a. 3M Product FB249.
 - b. 3M Product FB269.

c. 3M Product FB369.

E. Primers, Sleeves, Forms, and Accessories: Type required for tested assembly design.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter which may affect bond of firestopping material.

B. Remove incompatible materials which may affect bond.

3.03 INSTALLATION

A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.

B. Do not cover installed firestopping until inspected by authority having jurisdiction.

3.04 CLEANING AND PROTECTION

A. Clean adjacent surfaces of firestopping materials.

B. Protect adjacent surfaces from damage by material installation.

END OF SECTION

SECTION 26 0501
ELECTRICAL DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical demolition.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections and drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on cursory field observation .
- D. Report discrepancies to Engineer before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Services to areas not within the demolition/remodel areas shall be maintained.
- B. Disconnect electrical systems to be removed.
- C. 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.
 - 1. Obtain permission from Owner at least 48 hours before partially or completely disabling system.
 - 2. Make temporary connections to maintain service in areas adjacent to work area.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove abandoned conduit down to 1' below grade; abandon deeper conduit in place.
- D. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- E. Repair adjacent construction and finishes damaged during demolition and extension work.
- F. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- G. Extend existing installations using existing materials where practical, and providing new materials and methods compatible with existing electrical installations. Refer to specific notes on the drawings.

3.04 SALVAGE ITEMS

- A. Salvage items to be returned to owner shall be as specifically noted on the drawings.
- B. Check with owner prior to removal of all items.
- C. Items shall not be damaged during removal.
- D. Deliver to the owner all salvage items to be retained by owner.
- E. Salvage items scheduled for reuse shall be carefully removed and stored by contractor until facility is ready to accept installation. Such items shall be cleaned, and existing light fixtures shall be relamped prior to re installation.

- F. All demolition materials not scheduled to be salvaged shall become the contractor's property, and shall be removed from the site and legally disposed of by or through the contractor.

3.05 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.

END OF SECTION

SECTION 26 0519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wire and cable for 600 volts and less.
- B. Wiring connectors and connections.

1.02 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- B. Section 26 0534 - Conduit
- C. Section 26 0553 - Identification for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; 2006.
- B. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; 2007.
- C. NEMA WC5 - Thermoplastic Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.04 ADMINISTRATIVE REQUIREMENTS

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

1.05 SUBMITTALS

- A. There are no shop drawing submittals required for this section.
- B. Project Record Documents: Record actual locations of components and circuits.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Furnish products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 WIRING REQUIREMENTS

- A. The wiring types listed in this section are the only wiring types approved for use. Nonmetallic-sheathed cable (i.e. Romex) and metal-clad cable shall not be used on this project.
- B. Concealed Dry Interior Locations: Use only building wire with Type THHN/THWN insulation in raceway. Wire sizes shall be upsized as required by NEC Article 334 depending upon routing and presence of insulation.
- C. Exposed Interior Locations: Use only building wire with Type THHN/THWN insulation in raceway.
- D. Above Accessible Ceilings: Use only building wire in raceway.
- E. Wet or Damp Interior Locations: Use only building wire with Type THWN insulation in raceway.

- F. Exterior Locations: Use only building wire with Type THHN/THWN insulation in raceway.
- G. Underground Installations: Use only building wire with Type THHN/THWN insulation in raceway.
- H. Use stranded conductors for control circuits.
- I. Use conductor not smaller than 12 AWG for power and lighting circuits.
- J. Use conductor not smaller than 14 AWG for control circuits or as indicated on the Drawings.
- K. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- L. Wire sizes indicated in the panel schedules are minimums.
- M. Aluminum cable is not allowed.
- N. This contractor shall derate conductor ampacity in areas of high ambient temperature per the NEC.
- O. All branch circuits shall be provided with a separate, dedicated neutral conductor throughout. Shared neutrals will not be allowed.
- P. No more than three (3) branch circuits will be allowed in conduit homeruns (note that the presence of dedicated neutrals may require upsizing of conductors for number current-carrying conductors in the raceway).

2.02 BUILDING WIRE

- A. Manufacturers: Anaconda, Cyprus Wire and Cable Company (Rome), General Electric Company, General Cable Company, Pirelli or approved equivalent.
- B. Description: Single conductor insulated wire.
- C. Conductor: Copper.
- D. Insulation Voltage Rating: 600 volts.
- E. Insulation: NFPA 70, Type THHN/THWN.

2.03 WIRING CONNECTORS

- A. Solderless Pressure Connectors:
 - 1. Product: 3M Scotchlok Brand, Type Y, R, G, and B, or Ideal Model 451, 452, 453, and 455 or equivalent.
- B. Splices and taps for conductor sizes No. 8 and larger, use approved gutter taps similar to O.Z. type PMX combination parallel gutter taps and covers.
- C. Where tapping of conductors is required, use minimum of two layers wrapped half lapped. Tape shall be a minimum of 150% of thickness of insulation. Tape shall be U.L. Listed 3M Scotch Brand 33+.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that mechanical work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that raceway installation is complete and supported.
- E. Protect conductors from paint.
- F. Verify that field measurements are as indicated.

3.02 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.03 INSTALLATION

- A. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Conduits shall have a maximum fill in accordance with NEC requirements.
- C. Route wire and cable as required to meet NEC and project conditions.
 - 1. Wire and cable routing indicated is approximate unless dimensioned.
 - 2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
 - 3. Include wire and cable of lengths required to install connected devices within 10 ft of location shown.
- D. Use wiring methods indicated.
- E. Pull all conductors into raceway at same time.
- F. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- G. Use suitable cable fittings and connectors.
- H. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- I. Clean conductor surfaces before installing lugs and connectors.
- J. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- K. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- L. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and larger.
- M. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- N. Identify and color code wire and cable under provisions of Section 26 0553. Identify each conductor with its circuit number or other designation indicated.

3.04 FIELD QUALITY CONTROL

- A. Correct deficiencies and replace damaged or defective conductors and cables.
- B. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

END OF SECTION

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.

1.02 REFERENCE STANDARDS

- A. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; 2007.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.03 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms.

1.04 SUBMITTALS

- A. See Division 1 for submittals procedures.
- B. Test Reports: Indicate overall resistance to ground .
- C. Project Record Documents: Record actual locations of components and grounding electrodes.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years experience .
- C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Bonding and Equipment Grounding:
 - 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 - 2. Provide 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 air ducts.

2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 0526:
 1. Use insulated copper conductors unless otherwise indicated.
- 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 mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

2.03 CONNECTORS AND ACCESSORIES

- A. Mechanical Connectors (for indoor locations only): Bronze.
 1. Product: by O.Z. Gedney or equivalent.
- B. Exothermic Connections:
 1. Product: by Cadweld or equivalent.
- C. Wire: Stranded copper.
- D. Grounding Electrode Conductor: Size to meet NFPA 70 requirements. Minimum #4 bare copper interconnecting ground conductors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that conditions are satisfactory for installation prior to starting work.
- C. Verify existing conditions prior to beginning work.
- D. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- C. Make grounding and bonding connections using specified connectors.
 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 3. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 4. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Install ground electrodes at locations as required. Install additional rod electrodes as required to achieve specified resistance to ground.
- E. Install bare copper wire in foundation footing, sized as indicated on the Drawings.
- F. Provide bonding to meet requirements described in Quality Assurance.
- G. Bond together each metallic raceway (2" and larger), pipe, duct and other metal object entering equipment enclosures. Use bare copper conductor, sized per NEC and as shown on plans.

- H. Equipment Grounding Conductor: Provide separate, insulated copper equipment grounding conductor in all of the following runs listed below. Terminate each end on suitable lug, bus, or bushing. Where ground conductors are specified or required, conduit sizes shall be increased as necessary to meet the NEC conduit fill requirements.
 - 1. All new feeders.
 - 2. All new feeders run in existing raceways.
 - 3. All motor feeders and branch circuits.
 - 4. All flexible metal conduit.
- I. Terminate each end of equipment ground conductors in an approved lug or bus or bushing.
- J. In general, equipment ground conductors are not indicated on the plans. Where ground conductors are required, conduit sizes shall be increased as required to comply with NEC conduit fill requirements.

3.03 FIELD QUALITY CONTROL

- A. Provide field inspection in accordance with Section 01 4000.
- B. Perform inspections listed in NETA STD ATS, Section 7.13.

END OF SECTION

SECTION 26 0529

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Conduit and equipment supports.
- B. Anchors and fasteners.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; 2006.
- B. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.03 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Supports: Fabricated of structural steel or formed steel members; galvanized or painted, as required.
- C. Anchors and Fasteners:
 - 1. Do not use powder-actuated anchors.
 - 2. Concrete Structural Elements: Use precast inserts, expansion anchors, or preset inserts.
 - 3. Steel Structural Elements: Use beam clamps, steel ramset fasteners, or welded fasteners.
 - 4. Concrete Surfaces: Use self-drilling anchors or expansion anchors.
 - 5. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use toggle bolts or hollow wall fasteners.
 - 6. Solid Masonry Walls: Use expansion anchors or preset inserts.
 - 7. Sheet Metal: Use sheet metal screws.
 - 8. Wood Elements: Use wood screws.
- D. Formed Steel Channel:
 - 1. Product: Unistrut, or equivalent.
- E. Steel Spring Clips:
 - 1. Product: Caddy, or equivalent.
 - 2. Use only in concealed locations (i.e. above ceilings, within walls, etc.)
- F. Conduit Straps:
 - 1. Product: Steel City, or equivalent.
 - 2. Cadmium plated steel, one or two hole type, to hold conduit tight to surface.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1.
 - 1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
 - 2. Do not drill or cut structural members, unless specifically approved in writing by Structural Engineer.

- B. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- C. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- D. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1 inch off wall.
- E. All supports shall be securely positioned to the structure, not equipment or ceiling supports. Coordinate structure load capabilities with General Contractor.
- F. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

SECTION 26 0534

CONDUIT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Conduit, fittings and conduit bodies.

1.02 RELATED REQUIREMENTS

- A. Section 26 0050 - Firestopping.
- B. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- C. Section 26 0529 - Hangers and Supports for Electrical Systems.
- D. Section 26 0553 - Identification for Electrical Systems.
- E. Section 26 0537 - Boxes.

1.03 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
- C. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; 2006.
- D. NECA 101 - Standard for Installing Steel Conduit (Rigid, IMC, EMT); National Electrical Contractors Association; 2006.
- E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; 2007.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.04 SUBMITTALS

- A. There are no shop drawing submittals required for this section.
- B. Project Record Documents: Accurately record actual routing of conduits larger than 2 inches.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

PART 2 PRODUCTS

2.01 CONDUIT REQUIREMENTS

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Conduit Size: Comply with NFPA 70.
 - 1. Minimum Size: 3/4 inch for circuit homeruns, and for runs with more than the equivalent of 4#12 AWG conductors. 1/2" conduit may be used for all other runs with the equivalent of 4#12 AWG conductors or less.

2. Minimum conduit size for runs supplying a single communications outlet shall be 3/4" and larger as noted on the plans.
- C. Underground Installations:
1. More than 5 Feet from Foundation Wall: Use thickwall non-metallic conduit.
 2. Through foundation walls and five feet either side: Use plastic coated rigid steel conduit.
 3. Where conduits turn up from under slab or from underground: Use plastic coated rigid steel conduit.
 4. Under Slab on Grade: Use thickwall non-metallic conduit.
 5. Within 5 Feet from Foundation Wall: Use plastic coated rigid steel conduit.
 6. Minimum Size: 3/4 inch.
 7. Other locations shall be Schedule 40 PVC.
- D. Wet and Damp Locations: Use rigid steel conduit or intermediate metal conduit.
1. Liquid tight conduit with liquid tight fittings shall be used for final connection to equipment in kitchens, wells, sump pits, transformer connections, and other areas of moisture content.
- E. Dry Locations:
1. Concealed: Use electrical metallic tubing.
 2. Exposed: Use electrical metallic tubing.
 3. Flexible metal conduit shall be used for connections to motors, fixed appliances, equipment subject to vibration, and recessed luminaires where required.

2.02 METAL CONDUIT

- A. Manufacturers: Republic Steel Company, Youngstown, Triangle, Allied, Wheatland, or approved equivalent.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Intermediate Metal Conduit (IMC): Rigid steel.
- D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.
- E. All connectors shall have insulated throats.

2.03 PVC COATED METAL CONDUIT

- A. Manufacturers: Allied, Robroy Industries or approved equivalent.
- B. Description: NEMA RN 1; rigid steel conduit with external PVC coating.
- C. Description: NEMA RN 1; rigid steel conduit with external PVC coating, 20 mil thick.
- D. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit.
- E. All connectors shall have insulated throats.

2.04 FLEXIBLE METAL CONDUIT

- A. Description: Interlocked steel construction.
- B. Fittings: NEMA FB 1.
- C. All connectors shall have insulated throats.

2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Manufacturers: Anaconda, Liqueflex, or Electri-Flex or approved equivalent.
- B. Description: Interlocked steel construction with PVC jacket.
- C. Fittings: NEMA FB 1.
- D. All connectors shall have insulated throats.

2.06 ELECTRICAL METALLIC TUBING (EMT)

- A. Description: ANSI C80.3; galvanized tubing.

- B. Fittings and Conduit Bodies: NEMA FB 1; steel set screw type, except that compression type steel fittings shall be used in wet or damp locations.
- C. All connectors shall have insulated throats.

2.07 NONMETALLIC CONDUIT

- A. Manufacturers: Carlon, Triangle, Johns-Manville or approved equivalent.
- B. Description: NEMA TC 2; Schedule 40 PVC (unless noted or specified elsewhere).
- C. Fittings and Conduit Bodies: NEMA TC 3.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as shown on drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

3.02 INSTALLATION

- A. Install conduit securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Install steel conduit as specified in NECA 101.
- C. Install nonmetallic conduit in accordance with manufacturer's instructions.
 - 1. For all nonmetallic conduit runs 2 inch trade size and larger, all sweeps shall be of galvanized rigid construction. If sweeps are underground, sweeps shall be PVC coated.
- D. Arrange supports to prevent misalignment during wiring installation.
- E. Support conduit using method approved for installation. All conduit shall be supported from structural members of the building, and not from ceiling support wires, ducts, pipes, or the like.
- F. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.
- G. Fasten conduit supports to building structure and surfaces under provisions of Section 26 0529.
- H. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- I. Do not attach conduit to ceiling support wires.
- J. Arrange conduit to maintain headroom and present neat appearance.
- K. Route exposed conduit parallel and perpendicular to walls.
- L. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- M. Route conduit in and under slab, and underground from point-to-point.
- N. Do not cross conduits in slab.
- O. Maintain adequate clearance between conduit and piping.
- P. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.
- Q. Cut conduit square using saw or pipecutter; de-burr cut ends.
- R. Bring conduit to shoulder of fittings; fasten securely.
- S. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- T. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations.
- U. Install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one shot bender to fabricate

bends in metal conduit larger than 2 inch size. Runs that require more than three 90 degree bends shall be brought to the attention of the Engineer.

- V. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- W. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
- X. Provide conduit seals where raceway enters the building from underground and where connecting areas with differing temperatures. Seal in accordance with NEC requirements.
- Y. Provide suitable pull string in each empty conduit except sleeves and nipples.
- Z. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- AA. Ground and bond conduit under provisions of Section 26 0526.
- AB. Identify conduit under provisions of Section 26 0553.
- AC. Where conduits pass through exterior walls or roofs, Contractor shall seal penetrations with materials outlined in Section 07920.
- AD. Where conduits pass through smoke or fire rated walls Contractor shall seal penetrations with appropriate smoke and/or fire rated materials as outlined in Section 16050.

3.03 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 16035.

END OF SECTION

SECTION 26 0537
BOXES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall and ceiling outlet boxes.
- B. Pull and junction boxes.

1.02 RELATED REQUIREMENTS

- A. Section 26 0032 - Product Requirements.
- B. Section 26 0526 - Grounding and Bonding.
- C. Section 26 2716 - Cabinets and Enclosures.
- D. Section 26 2726 - Wiring Devices: Wall plates in finished areas.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; 2006.
- B. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association; 2007.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2003.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.04 SUBMITTALS

- A. Refer to Division 1 for Submittal Requirements.
- B. Project Record Documents: Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Provide products listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
- B. Cast Boxes: NEMA FB 1, Type FD, cast ferrous alloy. Provide gasketed cover by box manufacturer. Provide threaded hubs.
- C. Wall Plates for Finished Areas: As specified in Section 26 2726.

2.02 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 26 2716.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.
- B. Install in locations as shown on Drawings and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
- C. Coordinate installation of outlet boxes for equipment connected under Section 26 2717.
- D. Set wall mounted boxes at elevations to accommodate mounting heights indicated.

- E. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
 - 1. Adjust box locations up to 10 feet if required to accommodate intended purpose, without adjustment in contract amount.
- F. Orient boxes to accommodate wiring devices oriented as specified in Section 26 2726.
- G. Maintain headroom and present neat mechanical appearance.
- H. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- I. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 12 inches from ceiling access panel or from removable recessed luminaire.
- J. Install boxes to preserve fire resistance rating of partitions and other elements.
- K. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes. Coordinate with Architectural Drawings and General Contractor.
- L. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
- M. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- N. Use flush mounting outlet boxes in finished areas.
- O. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening at nearest mortar joint..
- P. Do not install flush mounting box back-to-back in walls; provide minimum 12 inches horizontal separation. Provide minimum 24 inches horizontal separation in acoustic rated walls.
- Q. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- R. Properly support boxes with approved methods.
- S. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- T. Use properly supported, adjustable steel channel fasteners for hung ceiling outlet box.
- U. Do not fasten boxes to ceiling support wires.
- V. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
- W. Use gang box where more than one device is mounted together. Do not use sectional boxes.
- X. Use 4" square box with plaster ring for single device outlets.
- Y. Use cast outlet box, FD type, in exterior locations and wet locations.
- Z. Large Pull Boxes: Use sheet metal boxes with sheet metal covers held on with screws in dry ceiling areas. Use hinged enclosures for wall mounted boxes in dry locations. Use surface-mounted cast metal box in other locations.

3.02 ADJUSTING

- A. Install knockout closures in unused box openings.

3.03 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
- B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nameplates and labels.
- B. Wire and cable markers.
- C. Conduit markers.
- D. Underground warning tape.
- E. Field-painted identification of conduit.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.03 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

PART 2 PRODUCTS

2.01 NAMEPLATES AND LABELS

- A. Contractor MUST coordinate face-plate/ block labeling scheme with owner for telephone/data. Owner will provide additional labeling information to contractor after contract is awarded.
- B. Face-plates and punchdown blocks must be machine labeled.
- C. Nameplates: Engraved three-layer laminated plastic, black letters on white background or as indicated on the Drawings.
- D. Equipment to have Nameplates include:
 - 1. Switchboards, panelboards, distribution panels, transfer switches, transformers, special system control panels, motors, motor starters, pushbutton stations, pilot lights, special lighting or control switches, special receptacles, communication system pull boxes and junction boxes, and empty conduits provided for future use.
 - 2. Normal use light switches, receptacles, and conduit will not require identification unless specifically noted otherwise.
- E. Letter Size:
 - 1. Use 1/8 inch letters for identifying individual equipment and loads.
 - 2. Use 1/4 inch letters for identifying grouped equipment.
- F. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background. Use only for identification of individual wall switches and receptacles and control device stations..

2.02 JUNCTION BOX COVERPLATE MARKING

- A. Junction box coverplates shall be color-coded to indicate function.
 - 1. Fire Alarm - Red.
 - 2. Telephone/Data - Blue.
 - 3. Intercom/Station Alert System - White
 - 4. Normal circuit homerun coverplates - Black.
- B. Coverplate shall be marked with marker. Marker shall be used to indicate the circuit and panel or system used in box. For Telephone/Data the identification numbers of the cables shall be written on covers.
- C. In unfinished spaces, and above accessible ceilings coverplates shall be marked on the exterior. In finished spaces the coverplates shall be marked on the inside surface.

2.03 WIRE AND CABLE MARKERS

- A. Description: tape type color coded wire markers on feeder cables #4 and larger. Branch circuit wire and cable #6 and smaller shall be factory color coded by integral pigmentation.
- B. Locations: Each conductor at panelboard gutters, pull boxes, and junction boxes for each load connection. Identify with branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on schematic and interconnection diagrams.
- C. Communication cable shall be provided with indelible, permanent identification labels on both ends. Coordinate with Owner to verify proper identification scheme.

2.04 UNDERGROUND WARNING TAPE

- A. Description: 4 inch wide plastic tape, detectable type colored red with suitable warning legend describing buried electrical lines.

PART 3 EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION

- A. Install underground warning tape above buried lines with one tape per trench at 6 inch(es) below finished grade.
- B. Equipment to be identified with nameplates shall include, but not limited to, switchboards, panelboards, distribution panels, transfer switches, special system control panels, motors, motor starters, disconnects, pushbuttons stations, pilot lights, special lighting or control switches, special receptacles, communication pull boxes and j-boxes, series rated overcurrent devices, and empty conduits provided for future use.
- C. Install nameplates and labels parallel to equipment lines.
- D. Secure nameplates to equipment front using screws or rivets.
- E. Voice/Data Systems: Legibly and permanently label all j-boxes. Permanent black marker shall be acceptable as the permanent marking means.
- F. Special system conduit systems shall be color coded as follows: Fire Alarm System - Red; Telephone & Data - Blue; Intercom/Station Alert System - White. This color coding shall be accomplished by painting stripes or using Scotch 33 colored tape on conduit at each junction point in the conduit system.
- G. All j-boxes shall be legibly and permanently marked to indicate the circuit numbers associated with the conductors in the j-box.
- H. Each new panelboard shall be provided with a neatly typed directory with plastic protector.
- I. Identify feeder and branch circuit conductors using the following colors.
 - 1. 208/120 Volt System: Phase A - black, phase B - red, phase C - blue, neutral - white, equipment ground - green, switchleg - purple.
- J. Identify conduit using field painting:
 - 1. Paint colored band on each conduit longer than 6 feet.
 - 2. Paint bands 20 feet on center.
 - 3. Colors: As listed above.

END OF SECTION

SECTION 26 2416
PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Lighting and appliance panelboards.

1.02 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- B. Section 26 0553 - Identification for Electrical Systems.
- C. Section 26 4300 - Surge Protective Devices.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association; 2006.
- B. NEMA AB 1 - Molded Case Circuit Breakers and Molded Case Switches; National Electrical Manufacturers Association; 1993.
- C. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum); National Electrical Manufacturers Association; 2001 (R2006).
- D. NEMA PB 1 - Panelboards; National Electrical Manufacturers Association; 2006.
- E. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; National Electrical Manufacturers Association; 2007.
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.04 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker and fusible switch arrangement and sizes.
- C. Project Record Documents: Record actual locations of panelboards and record actual circuiting arrangements.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.06 MAINTENANCE MATERIALS

- A. See Section 26 0032 - Product Requirements, for additional provisions.
- B. Furnish two of each panelboard key.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Eaton Electrical/Cutler-Hammer: www.eatonelectrical.com.
- B. GE Industrial: www.geindustrial.com.
- C. Square D: www.squared.com.
- D. Siemens/ITE.. www.sea.siemens.com
- E. Pre-bid approved equivalent.

2.02 LIGHTING AND APPLIANCE PANELBOARDS

- A. Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard, service entrance rated where indicated.
- B. Shall be Square D Type NQOD or equivalent.

- C. Panelboard Bus: Copper, ratings as indicated. Provide copper ground bus in each panelboard .
- D. Minimum Integrated Short Circuit Rating: As indicated.
 - 1. 208 Volt Panelboards: Minimum 22,000 amperes rms symmetrical or as indicated on the drawings.
- E. Molded Case Circuit Breakers: Thermal magnetic trip circuit breakers, bolt-on type, with common trip handle for all poles; UL listed.
 - 1. Type SWD for lighting circuits.
 - 2. Type HID for HID lighting circuits.
 - 3. Type HACR for air conditioning equipment circuits.
 - 4. Class A ground fault interrupter circuit breakers where scheduled.
 - 5. Do not use tandem circuit breakers.
- F. Enclosure: NEMA PB 1, Type 1.
- G. Cabinet Box: 6 inches deep, 20 inches wide for all panelboards.
- H. Cabinet Front: Surface cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock all keyed alike. Finish in manufacturer's standard gray enamel.
- I. Where scheduled, provide integral Surge Protective Device (SPD), as specified in Section 26 4300.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install panelboards in accordance with NEMA PB 1.1 and NECA 1.
- B. Install panelboards plumb. Install recessed panelboards flush with wall finishes.
- C. Height: 6 feet to top of panelboard; install panelboards taller than 6 feet with bottom no more than 4 inches above floor.
- D. Provide filler plates for unused spaces in panelboards.
- E. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads. Hand written directories are not acceptable.
- F. Provide map for each panel illustrating what portions of the building the panel serves per the requirements of the Authority Having Jurisdiction. Laminate map and secure to inside of panel door.
- G. Provide arc flash warning labeling as required by NEC 110.16.
- H. Provide engraved plastic nameplates under the provisions of Section 26 0553.
- I. Ground and bond panelboard enclosure according to Section 26 0526.

3.02 ADJUSTING

- A. Measure steady state load currents at each panelboard feeder; rearrange circuits in the panelboard to balance the phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.

3.03 CLEANING

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

**SECTION 26 2717
EQUIPMENT WIRING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical connections to equipment.

1.02 RELATED REQUIREMENTS

- A. Section 26 0526 - Grounding and Bonding.
- B. Section 26 0534 - Conduit.
- C. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables (600 V and Less).
- D. Section 26 0537 - Boxes.
- E. Section 26 2726 - Wiring Devices.

1.03 REFERENCE STANDARDS

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association; 1999 (R 2005).
- B. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association; 2002.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.04 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.06 COORDINATION

- A. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- B. Determine connection locations and requirements.
- C. Sequence rough-in of electrical connections to coordinate with installation of equipment.
- D. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
 - 1. Colors: Conform to NEMA WD 1.
 - 2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
 - 3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
- B. Disconnect Switches: As specified in Section 26 2818 and in individual equipment sections.
- C. Wiring Devices: As specified in Section 26 2726.
- D. Flexible Conduit: As specified in Section 26 0534.
- E. Wire and Cable: As specified in Section 26 0519.

- F. Boxes: As specified in Section 26 0537.

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 or as indicated on the Drawings.
- 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.

END OF SECTION

SECTION 26 2813

FUSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fuses.
- B. Spare fuses.

1.02 REFERENCE STANDARDS

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association; 2002 (R2007).
- B. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.03 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide data sheets showing electrical characteristics, including time-current curves.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.05 MAINTENANCE MATERIALS

- A. See Section 26 0032 - Product Requirements, for additional provisions.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Bussman, Littelfuse, or pre-bid approved equivalent.

2.02 FUSES - GENERAL

- A. Dimensions and Performance: NEMA FU 1, Class as specified or indicated.
- B. Voltage: Rating suitable for circuit phase-to-phase voltage.
- C. Power Load Feeder Switches: Class RK1 (time delay).
- D. Motor Load Feeder Switches: Class RK1 (time delay).
- E. Motor Branch Circuits: Class RK5.

2.03 SPARE FUSES

- A. Provide one spare fuse for each three fuses of each amp rating installed with a minimum of three spares for each amp rating used.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install fuses with label oriented such that manufacturer, type, and size are easily read.

END OF SECTION

SECTION 26 2818
ENCLOSED SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fusible switches.
- B. Nonfusible switches.

1.02 RELATED REQUIREMENTS

- A. Section 26 2813 - Fuses.

1.03 REFERENCE STANDARDS

- A. NECA (INST) - NECA Standard of Installation; National Electrical Contractors Association; 1993.
- B. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum); National Electrical Manufacturers Association; 2001 (R2006).
- C. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association; 2007.
- D. NFPA 70 - National Electrical Code; National Fire Protection Association; 2014.

1.04 SUBMITTALS

- A. See Division 1 for submittal procedures.
- B. Product Data: Provide switch ratings and enclosure dimensions.
- C. Project Record Documents: Record actual locations of enclosed switches.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Same manufacturer as panelboards.

2.02 COMPONENTS

- A. Fusible Switch Assemblies: NEMA KS 1, Type HD (heavy-duty) enclosed load interrupter knife switch.
 - 1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
 - 2. Handle lockable in OFF position.
 - 3. Fuse clips: Designed to accommodate NEMA FU1, Class R fuses.
- B. Nonfusible Switch Assemblies: NEMA KS 1, Type HD (heavy-duty) enclosed load interrupter knife switch.
 - 1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.
 - 2. Handle lockable in OFF position.
- C. Enclosures: NEMA KS 1.
 - 1. Interior Dry Locations: Type 1.
 - 2. Exterior or Wet Locations: Type 3R.

PART 3 EXECUTION

3.01 INSTALLATION

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

- B. Install fuses in fusible disconnect switches, with fuse nameplates visible from the front.
- C. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.
- D. All disconnect switches shown on drawings shall be considered fused unless specifically noted as non-fused.

3.02 FIELD QUALITY CONTROL

- A. Perform field inspection and adjusting in accordance with Section 01 4000.
- B. Inspect and test in accordance with NETA STD ATS, except Section 4.
- C. Perform inspections and tests listed in NETA STD ATS, Section 7.5.1.2.

END OF SECTION