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**MIDLANDS TECHNICAL COLLEGE  
BSC CHILLER REPLACEMENT**

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**PROJECT # H59-N071-FW**

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**MAY 3, 2021**

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**CONSTRUCTION DOCUMENTS**

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**PROJECT NUMBER:** H59-N071-FW

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SE-310

## INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY/OWNER: Midlands Technical CollegePROJECT NAME: BSC Chiller ReplacementPROJECT NUMBER: H59-N071-FW CONSTRUCTION COST RANGE: \$250,000 to \$300,000 N/A PROJECT LOCATION: Beltline Student Center on Beltline Campus, 316 South Beltline Boulevard, Columbia, SC 29201DESCRIPTION OF PROJECT/SERVICES: Remove and replace existing air cooled chiller, pumps, hydronic specialties, and controls serving the Beltline Student Center at MTC Beltline campusBID/SUBMITTAL DUE DATE: 6/16/2021 TIME: 2:00 pm NUMBER OF COPIES: 1PROJECT DELIVERY METHOD: Design-Bid-BuildAGENCY PROJECT COORDINATOR: :Teresa CookEMAIL: cookta@midlandstech.eduTELEPHONE: 803-822-3216DOCUMENTS MAY BE OBTAINED FROM: https://www.midlandstech.edu/procurement**BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.****PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:** The successful Contractor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.**DOCUMENT DEPOSIT AMOUNT:** \$ 0 **IS DEPOSIT REFUNDABLE** Yes  No  N/A 

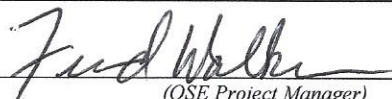
Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders &amp; bidders will be via email or website posting.

Agency **WILL NOT** accept Bids sent via email.*All questions & correspondence concerning this Invitation shall be addressed to the A/E.*A/E NAME: GMK Associates, IncA/E CONTACT: Jody RicardEMAIL: jricard@gmka.comTELEPHONE: 803-256-0000PRE-BID CONFERENCE: Yes  No MANDATORY ATTENDANCE: Yes  No PRE-BID DATE: 6/2/2021TIME: 10:00 amPRE-BID PLACE: Beltline Student Center Room 209, 316 South Beltline Boulevard, Columbia, SC 29201BID OPENING PLACE: MTC Procurement, Reed Hall Room 119, 1260 Lexington Drive, West Columbia, SC 29170

BID DELIVERY ADDRESSES:

**HAND-DELIVERY:**Attn: Latitia Trezevant, Procurement ManagerReed Hall Room 103, 1260 Lexington Dr.West Columbia, SC 29170**MAIL SERVICE:**Attn: Latitia Trezevant, Procurement ManagerReed Hall, 1260 Lexington Dr.West Columbia, SC 29170IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency **MUST** check one)Yes No 

APPROVED BY:

  
(OSE Project Manager)DATE: 5/21/2021

South Carolina Division of Procurement  
Services, Office of State Engineer Version of  
 AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

*Instructions to Bidders*

This version of AIA Document A701<sup>™</sup>–2018 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A701–2018 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A701–2018 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A701<sup>™</sup>– 2018, Instructions to Bidders — SCOSE Version,” or “AIA Document A701<sup>™</sup>–2018 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

## *Instructions to Bidders*

for the following Project:

*(Name, State Project Number, location, and detailed description)*

Midlands Technical College BSC Chiller Replacement  
H59-N071-FW  
316 South Beltline Blvd

### THE OWNER:

*(Name, legal status, address, and other information)*

Midlands Technical College  
316 South Beltline Blvd  
Columbia, SC 29205

The Owner is a Governmental Body of the State of South Carolina as defined by S.C. Code Ann. § 11-35-310.

### THE ARCHITECT:

*(Name, legal status, address, and other information)*

GMK Associates, Inc.  
1201 Main Street Suite 2100  
Columbia, SC 29210

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

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Init.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.1.1 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA Document A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, has correlated the Bidder's observations with the requirements of the Proposed Contract Documents, and accepts full responsibility for any pre-bid existing conditions that would affect the Bid that could have been ascertained by a site visit. As provided in S.C. Code Ann. Reg. 19-445.2042(B), a bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 Certification of Independent Price Determination

§ 2.2.1 GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SC CODE OF LAWS §16-9-10 AND OTHER APPLICABLE LAWS.

§ 2.2.2 By submitting a Bid, the Bidder certifies that:

- .1 The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - .1 those prices;
  - .2 the intention to submit a Bid; or
  - .3 the methods or factors used to calculate the prices offered.
- .2 The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- .3 No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

§ 2.2.3 Each signature on the Bid is considered to be a certification by the signatory that the signatory:

- .1 Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to Section 2.2.2 of this certification; or
- .2 Has been authorized, in writing, to act as agent for the Bidder's principals in certifying that those principals have not participated, and will not participate in any action contrary to Section 2.2.2 of this certification [As used in this subdivision, the term "principals" means the person(s) in the Bidder's organization responsible for determining the prices offered in this Bid];
- .3 As an authorized agent, does certify that the principals referenced in Section 2.2.3.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.2.2 of this certification; and
- .4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.2.2 of this certification.

§ 2.2.4 If the Bidder deletes or modifies Section 2.2.2.2 of this certification, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### § 2.2.5 Drug Free Workplace Certification

By submitting a Bid, the Bidder certifies that, if awarded a contract, Bidder will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code Ann. 44-107-10, et seq.

#### § 2.2.6 Certification Regarding Debarment and Other Responsibility Matters

§ 2.2.6.1 By submitting a Bid, Bidder certifies, to the best of its knowledge and belief, that:

- .1 Bidder and/or any of its Principals-
  - .1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
  - .2 Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - .3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section 2.2.6.1.1.2 of this provision.
- .2 Bidder has not, within a three-year period preceding this Bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- .3 "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

§ 2.2.6.2 Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.



§ 2.2.6.3 If Bidder is unable to certify the representations stated in Section 2.2.6.1, Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder's responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder non-responsible.

§ 2.2.6.4 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section 2.2.6.1 of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

§ 2.2.6.5 The certification in Section 2.2.6.1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

### § 2.2.7 Ethics Certificate

By submitting a Bid, the Bidder certifies that the Bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the SC Code of Laws, as amended (Ethics Act). The following statutes require special attention: S.C. Code Ann. §8-13-700, regarding use of official position for financial gain; S.C. Code Ann. §8-13-705, regarding gifts to influence action of public official; S.C. Code Ann. §8-13-720, regarding offering money for advice or assistance of public official; S.C. Code Ann. §8-13-755 and §8-13-760, regarding restrictions on employment by former public official; S.C. Code Ann. §8-13-775, prohibiting public official with economic interests from acting on contracts; S.C. Code Ann. §8-13-790, regarding recovery of kickbacks; S.C. Code Ann. §8-13-1150, regarding statements to be filed by consultants; and S.C. Code Ann. §8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The State may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If the contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, the contractor shall, if required by law to file such a statement, provide the statement required by S.C. Code Ann. §8-13-1150 to the Procurement Officer at the same time the law requires the statement to be filed.

### § 2.2.8 Restrictions Applicable To Bidders & Gifts

Violation of these restrictions may result in disqualification of your Bid, suspension or debarment, and may constitute a violation of the state Ethics Act.

§ 2.2.8.1 After issuance of the solicitation, Bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.

§ 2.2.8.2 Unless otherwise approved in writing by the Procurement Officer, Bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.

§ 2.2.8.3 Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. SC Regulation 19-445.2165(C) broadly defines the term donor.

### § 2.2.9 Open Trade Representation

By submitting a Bid, the Bidder represents that Bidder is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Ann. §11-35-5300.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to all plan holders who return the paper Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

### § 3.1.3 Reserved

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.1.6 All persons obtaining Bidding Documents from the issuing office designated in the advertisement shall provide that office with Bidder's contact information to include the Bidder's name, telephone number, mailing address, and email address.

## § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2. Failure to do so will be at the Bidder's risk. Bidder assumes responsibility for any patent ambiguity that Bidder does not bring to the Architect's attention prior to Bid Opening.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ten (10) days prior to the date for receipt of Bids.

§ 3.2.3 Modifications, corrections, changes, and interpretations of the Bidding Documents shall be made by Addendum. Modifications, corrections, changes, and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 As provided in S.C. Code Ann. Reg. 19-445.2042(B), nothing stated at the Pre-bid conference shall change the Bidding Documents unless a change is made by Addendum.

## § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Where "brand name or equal" is used in the Bidding Documents, the listing description is not intended to limit or restrict competition.

### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten (10) days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.2.4 No request to substitute materials, products, or equipment for materials, products, or equipment described in the Bidding Documents and no request for addition of a manufacturer or supplier to a list of approved manufacturers or suppliers in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of Bids established in the invitation to bid.

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Any subsequent extension of the date for receipt of Bids by addendum shall not extend the date for receipt of such requests unless the addendum so specifies. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued at least five (5) business days before the day of the Bid Opening, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids. A business day runs from midnight to midnight and excludes weekends and state and federal holidays.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 3.4.5 When the date for receipt of Bids is to be postponed and there is insufficient time to issue an Addendum prior to the original Bid Date, the Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with an Addendum. This Addendum will verify the postponement of the original Bid Date and establish a new Bid Date. The new Bid Date will be no earlier than the fifth (5th) business day after the date of issuance of the Addendum postponing the original Bid Date.

§ 3.4.6 If an emergency or unanticipated event interrupts normal government processes so that Bids cannot be received at the government office designated for receipt of Bids by the exact time specified in the solicitation, the time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule Bid Opening. If state offices are closed in the county in which Bids are to be received at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference. Bidders shall visit <https://www.scemd.org/closings/> for information concerning closings.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the Bid Form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in numbers.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid. Bidder shall not make stipulations or qualify his Bid in any manner not permitted on the Bid Form. An incomplete Bid or information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.

§ 4.1.5 All requested Alternates shall be bid. The failure of the Bidder to indicate a price for an Alternate shall render the Bid non-responsive. Indicate the change to the Base Bid by entering the dollar amount and marking, as appropriate, the box for "ADD TO" or "DEDUCT FROM". If no change in the Base Bid is required, enter "ZERO" or "No Change".

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§ 4.1.6 Pursuant to S.C. Code Ann. § 11-35-3020(b)(i), as amended, Section 7 of the Bid Form sets forth a list of proposed subcontractors for which the Bidder is required to identify those subcontractors the Bidder will use to perform the work listed. Bidder must follow the instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder's bid as non-responsive.

§ 4.1.7 Contractors and subcontractors listed in Section 7 of the Bid Form who are required by the South Carolina Code of Laws to be licensed, must be licensed as required by law at the time of bidding.

§ 4.1.8 Each copy of the Bid shall state the legal name and legal status of the Bidder. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

§ 4.1.9 A Bidder shall incur all costs associated with the preparation of its Bid.

## § 4.2 Bid Security

§ 4.2.1 If required by the invitation to bid, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier's check.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bid Bond shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be issued by a surety company having, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty", which company shows a financial strength rating of at least five (5) times the contract price.
- .3 be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic bid bonds on behalf the surety.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and performance and payment bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 By submitting a Bid Bond via an electronic bid bond authorization number on the Bid Form and signing the Bid Form, the Bidder certifies that an electronic bid bond has been executed by a Surety meeting the standards required by the Bidding Documents and the Bidder and Surety are firmly bound unto the State of South Carolina under the conditions provided in this Section 4.2.

## § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

§ 4.3.2 All paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall, unless hand delivered by the Bidder, be addressed to the Owner's designated purchasing office as shown in the invitation to bid. The envelope shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, or special delivery service (UPS, Federal Express, etc.), the sealed envelope shall be labelled "SEALED BID ENCLOSED" on the face thereof. Bidders hand delivering their Bids shall deliver Bids to the place of the Bid Opening as shown in the invitation for bids. Whether or not Bidders attend the Bid Opening, they shall give their Bids to the Owner's Procurement Officer or his/her designee as shown in the invitation to bid prior to the time of the Bid Opening.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.3.6 The official time for receipt of Bids will be determined by reference to the clock designated by the Owner's Procurement Officer or his/her designee. The Procurement Officer conducting the Bid Opening will determine and announce that the deadline has arrived and no further Bids or bid modifications will be accepted. All Bids and bid modifications in the possession of the Procurement Officer at the time the announcement is completed will be timely, whether or not the bid envelope has been date/time stamped or otherwise marked by the Procurement Officer.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

Bids received on time will be publicly opened and read aloud. The Owner will not read aloud Bids that the Owner determines, at the time of opening, to be non-responsive.

§ 5.1.1 At Bid Opening, the Owner will announce the date and location of the posting of the Notice of Intend to Award. If the Owner determines to award the Project, the Owner will, after posting a Notice of Intend to Award, send a copy of the Notice to all Bidders.

§ 5.1.2 The Owner will send a copy of the final Bid Tabulation to all Bidders within ten (10) working days of the Bid Opening.

§ 5.1.3 If only one Bid is received, the Owner will open and consider the Bid.

#### § 5.2 Rejection of Bids

§ 5.2.1 The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.2.2 The reasons for which the Owner will reject Bids include, but are not limited to:

- .1 Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
- .2 Failure to deliver the Bid on time;
- .3 Failure to comply with Bid Security requirements, except as expressly allowed by law;
- .4 Listing an invalid electronic Bid Bond authorization number on the Bid Form;
- .5 Failure to Bid an Alternate, except as expressly allowed by law;
- .6 Failure to list qualified subcontractors as required by law;
- .7 Showing any material modification(s) or exception(s) qualifying the Bid;
- .8 Faxing a Bid directly to the Owner or Owner's representative; or
- .9 Failure to include a properly executed Power-of-Attorney with the Bid Bond.

§ 5.2.3 The Owner may reject a Bid as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Bid

will result in the lowest overall cost to the Owner even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

### § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed available funds. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Responsibility

Owner will make a determination of Bidder's responsibility before awarding a contract. Bidder shall provide all information and documentation requested by the Owner to support the Owner's evaluation of responsibility. Failure of Bidder to provide requested information is cause for the Owner, at its option, to determine the Bidder to be non-responsible.

### § 6.2 Reserved

### § 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

### § 6.4 Posting of Intent To Award

The Notice of Intent to Award will be posted at the following location:

**Room or Area of Posting:** Reed Hall

**Building Where Posted:** Reed Hall

**Address of Building:** 1260 Lexington Drive, West Columbia, SC 29170

**WEB site address (if applicable):**

**Posting date will be announced at Bid Opening.** In addition to posting the Notice, the Owner will promptly send all responsive Bidders a copy of the Notice of Intent to Award and the final bid tabulation

### § 6.5 Protest of Solicitation or Award

§ 6.5.1 If you are aggrieved in connection with the solicitation or award of a contract, you may be entitled to protest, but only as provided in S.C. Code Ann. § 11-35-4210. To protest a solicitation, you must submit a protest within fifteen (15) days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven (7) business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen (15) days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the State Engineer within the time provided. The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

§ 6.5.2 Any protest must be addressed to the CPO, Office of State Engineer, and submitted in writing:

- .1 by email to [protest-ose@mmo.sc.gov](mailto:protest-ose@mmo.sc.gov),
- .2 by facsimile at 803-737-0639, or
- .3 by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the state of South Carolina.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of 100% of the Contract Sum.

§ 7.2 Time of Delivery of Contract, Certificates of Insurance, and Form of Bonds

§ 7.2.1 Following expiration of the protest period, the Owner will forward the Contract for Construction to the Bidder for signature. The Bidder shall return the fully executed Contract for Construction to the Owner within seven (7) days. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three (3) days following the date of execution of the Contract. Failure to deliver these documents as required shall entitle the Owner to consider the Bidder's failure as a refusal to enter into a contract in accordance with the terms and conditions of the Bidder's Bid and to make claim on the Bid Security for re-procurement cost.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on the Performance Bond and Payment Bond forms included in the Bid Documents.

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, SCOSE Version.
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, SCOSE Version.
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit
- .5 Drawings

Number	Title	Date
M0.0	HVAC LEGENDS, NOTES, ABBREVIATIONS, AND SCHEDULES	3/24/2021
M1.2	PARTIAL SECOND FLOOR PLAN - HVAC DEMOLITION	3/24/2021
M2.2	PARTIAL SECOND FLOOR PLAN - HVAC RENOVATION	3/24/2021
M6.1	HVAC SCHEDULES	3/24/2021
E0.0	SYMBOLS, NOTES, SCHEDULES, AND ABBREVIATIONS	3/24/2021
E3.1	ELECTRICAL MECHANICAL EQUIPMENT PLAN	3/24/2021

- .6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

The Sustainability Plan:

Supplementary and other Conditions of the Contract:

.9 Other documents listed below:

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

## ARTICLE 9 Miscellaneous

### § 9.1 Nonresident Taxpayer Registration Affidavit Income Tax Withholding Important Tax Notice - Nonresidents Only

§ 9.1.1 Withholding Requirements for Payments to Nonresidents: SC Code of Laws §12-8-550 requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

§ 9.1.2 For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

§ 9.1.3 This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (Available through SC Department of Revenue).

### § 9.2 Submitting Confidential Information

§ 9.2.1 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the Bidder contends contains



information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged & confidential, as that phrase is used in SC Code of Laws §11-35-410.

§ 9.2.2 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that the Bidder contends contains a trade secret as that term is defined by SC Code of Laws §39-8-20.

§ 9.2.3 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that the Bidder contends is protected by SC Code of Laws §11-35-1810.

§ 9.2.4 All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire Bid as confidential, trade secret, or protected! If your Bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

§ 9.2.5 By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

§ 9.2.6 In determining whether to release documents, the State will detrimentally rely on the Bidders' marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED".

§ 9.2.7 By submitting a response, the Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

### § 9.3 Solicitation Information From Sources Other Than Official Source

South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the Bidder's sole risk and is without recourse under the South Carolina Consolidated Procurement Code.

### § 9.4 Builder's Risk Insurance

Bidders are directed to Exhibit A of the AIA Document A101, 2017 SCOSE Version, which, unless provided otherwise in the Bid Documents, requires the contractor to provide builder's risk insurance on the project.

### § 9.5 Tax Credit For Subcontracting With Minority Firms

§ 9.5.1 Pursuant to S.C. Code Ann. §12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.

§ 9.5.2 Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888.

§ 9.5.3 The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: S.C. Code Ann. §11-35-5010 – Definition for Minority Subcontractor & S.C. Code Ann. §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

§ 9.6 Other Special Conditions Of The Work

None

 **AIA** Document A310™ – 2010**Bid Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*

Midlands Technical College  
1260 Lexington Drive West  
Columbia, SC 29170

**BOND AMOUNT: \$****PROJECT:***(Name, location or address, and Project number, if any)*

BSC Chiller Replacement - Beltline Campus  
H59-N071-FW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
*(Contractor as Principal)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Surety)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*

Init.

/

# SE-330 LUMP SUM BID FORM

*Bidders shall submit bids on only Bid Form SE-330.*

**BID SUBMITTED BY:** \_\_\_\_\_  
(Bidder's Name)

**BID SUBMITTED TO:** Midlands Technical College  
(Agency's Name)

**FOR: PROJECT NAME:** Midlands Technical College BSC Chiller Replacement  
**PROJECT NUMBER:** H59-N071-FW

## **OFFER**

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Agency on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

Bid Bond with Power of Attorney       Electronic Bid Bond       Cashier's Check

(Bidder check one)

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

**ADDENDA:**       #1       #2       #3       #4       #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of **60** Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Agency.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 **BASE BID WORK** (as indicated in the Bidding Documents and generally described as follows): Remove and replace existing air cooled chiller, pumps, hydronic specialities, and controls serving the BSC Building at MTC Beltline campus

\$ \_\_\_\_\_, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above)

**SE-330  
LUMP SUM BID FORM**

*Bidders shall submit bids on only Bid Form SE-330.*

§ 6.2 **BID ALTERNATES** as indicated in the Bidding Documents and generally described as follows:

**ALTERNATE # 1** (Brief Description): \_\_\_\_\_

**ADD TO** or  **DEDUCT FROM BASE BID: \$** \_\_\_\_\_

*(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)*

**ALTERNATE # 2** (Brief Description): \_\_\_\_\_

**ADD TO** or  **DEDUCT FROM BASE BID: \$** \_\_\_\_\_

*(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)*

**ALTERNATE # 3** (Brief Description): \_\_\_\_\_

**ADD TO** or  **DEDUCT FROM BASE BID: \$** \_\_\_\_\_

*(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)*

§ 6.3 **UNIT PRICES:**

**BIDDER** offers for the Agency’s consideration and use, the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the **CONTRACT SUM** for each item-unit combination. **UNIT PRICES** include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER** prior to including in the Contract.

<u>No.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>1.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>2.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>3.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>4.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>5.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>6.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____

**SE-330**  
**LUMP SUM BID FORM**

**§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED**  
*(See Instructions on the following page BF-2A)*

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed:

<b>(A)</b> <b>SUBCONTRACTOR</b> <b>LICENSE CLASSIFICATION</b> <b>or SUBCLASSIFICATION</b> <b>NAME</b> <i>(Completed by Agency)</i>	<b>(B)</b> <b>LICENSE</b> <b>CLASSIFICATION or</b> <b>SUBCLASSIFICATION</b> <b>ABBREVIATION</b> <i>(Completed by Agency)</i>	<b>(C)</b> <b>SUBCONTRACTOR and/or</b> <b>PRIME CONTRACTOR</b> <i>(Required - must be completed by Bidder)</i>	<b>(D)</b> <b>SUBCONTRACTOR'S</b> <b>and/or</b> <b>PRIME CONTRACTOR'S</b> <b>SC LICENSE NUMBER</b> <i>(Requested, but not Required)</i>
<b>BASE BID</b>			
Electrical	EL3		
<b>ALTERNATE #1</b>			
<b>ALTERNATE #2</b>			
<b>ALTERNATE #3</b>			

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.

# SE-330 LUMP SUM BID FORM

## INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Agency-developed list of subcontractor license classifications or subclassifications for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform this work.
  - a. **Columns A & B:** The Agency fills out these columns to identify the subcontractor license classification/subclassification and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor license classification/subclassification is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at: <https://lir.sc.gov/clb/PDFFiles/CLBClassificationAbbreviations.pdf>. If the Agency has not identified a subcontractor license classification/subclassification, the Bidder does not list a subcontractor.
  - b. **Columns C and D:** In these columns, the Bidder identifies the subcontractors it will use for the work of each license listed by the Agency in Columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders must make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina contractor's license that includes the license classification and/or subclassification identified by the Agency in Columns A & B. The subcontractor license must also be within the appropriate license group for the work. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed subcontractor classification or subclassification and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert itself in the space provided.
5. **Use of Multiple Subcontractors:**
  - a. If Bidder intends to use multiple subcontractors to perform the work of a single license classification/subclassification, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "and". If Bidder intends to use both his own employees to perform a part of the work of a single license classification/subclassification and to use one or more subcontractors to perform the remaining work, Bidder must insert itself and each subcontractor, preferably separating them with the word "and". Bidder must use each entity listed for the work of a single license classification/subclassification in the performance of that work.
  - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a license classification/subclassification in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single listing, Bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "and" between the names of each entity listed. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.
7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor listed in Columns A & B will render the Bid non-responsive.



## SE-330 LUMP SUM BID FORM

### § 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (*FOR INFORMATION ONLY*):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Agency upon the Agency's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code § 11-35-3020(b)(i).

### § 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

#### a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Agency. Bidder agrees to substantially complete the Work within 180 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

#### b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Agency shall retain as Liquidated Damages the amount of \$ 200.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

### § 10. AGREEMENTS

- a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.
- b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.
- c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

### § 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, included in the Bidding Documents.

**ELECTRONIC BID BOND NUMBER:** \_\_\_\_\_

**SIGNATURE AND TITLE:** \_\_\_\_\_

**SE-330  
LUMP SUM BID FORM**

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION**

**SC Contractor's License Number(s):** \_\_\_\_\_

**Classification(s) & Limits:** \_\_\_\_\_

**Subclassification(s) & Limits:** \_\_\_\_\_

**By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.**

**BIDDER'S LEGAL NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**South Carolina Division of Procurement  
Services, Office of State Engineer Version of  
 AIA<sup>®</sup> Document A101<sup>®</sup> – 2017**

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

This version of AIA Document A101<sup>®</sup>–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A101–2017 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A101–2017 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A101<sup>®</sup>–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — SCOSE Version,” or “AIA Document A101<sup>®</sup>–2017 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A101® – 2017

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

**AGREEMENT** made as of as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

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

Midlands Technical College  
316 South Beltline Blvd  
Columbia SC 29205

The Owner is a Governmental Body of the State of South Carolina as defined in S.C. Code Ann. § 11-35-310.

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

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

Midlands Technical College BSC Chiller Replacement  
H59-N071-FW  
316 South Beltline Blvd

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

GMK Associates, Inc.  
1201 Main Street Suite 2100  
Columbia, SC 29210

The Owner and Contractor agree as follows.

This version of AIA Document A101–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement Services, Office of State Engineer. A comparative version of AIA Document A101–2017 showing additions and deletions by the South Carolina Division of Procurement Services, Office of State Engineer is available for review on South Carolina state Web site.

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

Init.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

§ 1.2 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017 Standard Form of Agreement Between Owner and Contractor, SCOSE Version. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017 General Conditions of the Contract for Construction, SCOSE Version.

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The Date of Commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Owner shall issue the Notice to Proceed to the Contractor in writing, no less than seven (7) days prior to the Date of Commencement. Unless otherwise provided elsewhere in the Contract Documents and provided the Contractor has secured all required insurance and surety bonds, the Contractor may commence work immediately after receipt of the Notice to Proceed.

§ 3.2 The Contract Time as provided in the Notice to Proceed for this project shall be measured from the Date of Commencement of the Work to Substantial Completion.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work within the Contract Time indicated in the Notice to Proceed.

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

Init.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum, including all accepted alternates indicated in the bid documents, in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be

(\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

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

*(Insert the accepted Alternates.)*

Item	Price
------	-------

§ 4.3 Allowances, if any, included in the Contract Sum:

*(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.5 Liquidated damages**

§ 4.5.1 Contractor agrees that from the compensation to be paid, the Owner shall retain as liquidated damages the amount indicated in Section 9(b) of the Bid Form for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. The liquidated damages amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty.

§ 4.6 Other:

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

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

§ 5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than twenty-one (21) days after receipt of the Application for Payment.

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

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

§ 5.1.6 Subject to S.C. Code Ann. § 12-8-550 (Withholding Requirements for Payments to Non-Residents), in accordance with AIA Document A201®-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold three and one-half percent (3.5%), as retainage, from the payment otherwise due.

§ 5.1.7.2 When a portion, or division, of Work as listed in the Schedule of Values is 100% complete, that portion of the retained funds which is allocable to the completed division must be released to the Contractor. No later than ten (10) days after receipt of retained funds from the Owner, the Contractor shall pay to the subcontractor responsible for such completed work the full amount of retainage allocable to the subcontractor's work.

§ 5.1.7.3 Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

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

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

## § 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than twenty-one (21) days after the issuance of the Architect’s final Certificate for Payment.

## ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Claims and disputes shall be resolved in accordance with Article 15 of AIA Document A201–2017.

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

§ 8.2.1 The Owner designates the individual listed below as its Senior Representative (“Owner’s Senior Representative”), which individual has the responsibility for and, subject to Section 7.2.1 of the General Conditions, the authority to resolve disputes under Section 15.6 of the General Conditions:

**Name:** Teresa Cook  
**Title:** Director of Operations  
**Address:** 1260 Lexington Drive, West Columbia, SC 29170  
**Telephone:** 803-822-3216  
**Email:** cookta@midlandstech.edu

§ 8.2.2 The Owner designates the individual listed below as its Owner’s Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions:

**Name:**  
**Title:**  
**Address:**  
**Telephone:**  
**Email:**

§ 8.3 The Contractor’s representative:

§ 8.3.1 The Contractor designates the individual listed below as its Senior Representative (“Contractor’s Senior Representative”), which individual has the responsibility for and authority to resolve disputes under Section 15.6 of the General Conditions:

**Name:**



**Title:**  
**Address:**  
**Telephone:**  
**Email:**

§ 8.3.2 The Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 3.1.1 of the General Conditions:

**Name:**  
**Title:**  
**Address:**  
**Telephone:**  
**Email:**

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

§ 8.5 The Architect's representative:

**Name:** Jody Ricard  
**Title:** Design Engineer  
**Address:** 1201 Main Street Columbia, SC 29210  
**Telephone:** 803-256-0000  
**Email:** jricard@gmka.com

#### § 8.6 Insurance and Bonds

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

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

§ 8.7 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

#### § 8.8 Other Provisions:

§ 8.8.1 Additional requirements, if any, for the Contractor's Construction Schedule are as follows:

*(Check box if applicable to this Contract)*

The Construction Schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type format satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth milestone dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

- .1 Upon review by the Owner and the Architect for conformance with milestone dates and Construction Time given in the Bidding Documents, with associated Substantial Completion date, the Construction Schedule shall be deemed part of the Contract Documents and attached to the Agreement as an Exhibit. If returned for non-conformance, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted.

- .2 The Contactor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the Construction Schedule no longer reflects actual conditions and progress of the Work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the Construction Schedule to reflect such conditions.
- .3 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary.
- .4 In no event shall any progress report constitute an adjustment in the Contract Time, any milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 8.8.2 The Owner’s review of the Contractor’s schedule is not conducted for the purpose of either determining its accuracy, completeness, or approving the construction means, methods, techniques, sequences or procedures. The Owner’s review shall not relieve the Contractor of any obligations.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101®–2017, SCOSE Version Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101®–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201®–2017, SCOSE Version General Conditions of the Contract for Construction
- .4 Form SE-390, Notice to Proceed – Construction Contract
- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

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

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

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

- Form SE-310, Invitation for Construction Services**
- Instructions to Bidders (AIA Document A701-2018 OSE Version)**
- Form SE-330, Contractor’s Bid (Completed Bid Form)**
- Form SE-370, Notice of Intent to Award**
- Certificate of Procurement Authority issued by the State Fiscal Accountability Authority**

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

Init.

/

# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA Document A101<sup>®</sup> – 2017 Exhibit A

## Insurance and Bonds

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

for the following **PROJECT**:  
*(Name, State Project Number, and location or address)*

Midlands Technical College BSC Chiller Replacement  
H59-N071-FW  
316 South Beltline Blvd

**THE OWNER:**  
*(Name, legal status and address)*

Midlands Technical College  
316 South Beltline Blvd  
Columbia SC 29205

The Owner is a Governmental Body of the State of South Carolina as defined by Title 11, Chapter 35 of the South Carolina Code of Laws, as amended.

**THE CONTRACTOR:**  
*(Name, legal status and address)*

This version of AIA Document A101–2017 Exhibit A is modified by the South Carolina Division of Procurement, Office of State Engineer. Publication of this version of AIA Document A101 Exhibit A does not imply the American Institute of Architects' endorsement of any modification by the South Carolina Division of Procurement, Office of State Engineer.

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

## TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

### ARTICLE A.1 GENERAL

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

**ARTICLE A.2 OWNER'S INSURANCE**

**§ A.2.1 General**

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

**§ A.2.2 Liability Insurance**

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

**§ A.2.3 Reserved**

**§ A.2.3.1 Reserved**

**§ A.2.3.1.1 Reserved**

**§ A.2.3.1.2 Reserved**

**§ A.2.3.1.3 Reserved**

**§ A.2.3.1.4 Reserved**

**§ A.2.3.2 Reserved**

**§ A.2.3.3 Reserved**

**§ A.2.4 Optional Insurance.**

The Owner shall purchase and maintain any insurance selected below.

**§ A.2.4.1 Other Insurance**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

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

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

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the

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Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.1.4** A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section A.3, or (ii) reject a certificate or endorsement on the grounds that it fails to comply with Section A.3, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

### **§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, for such other period for maintenance of completed operations coverage as specified in the Contract Documents, or unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### **§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence, \$1,000,000 general aggregate, \$1,000,000 aggregate for products-completed operations hazard, \$1,000,000 personal and advertising injury, \$50,000 fire damage (any one fire), and \$5,000 medical expense (any one person) providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability, Employers Liability, and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The umbrella policy limits shall not be less than \$3,000,000.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for claims, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.

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

§ A.3.2.8 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.9 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

### § A.3.3 Required Property Insurance

§ A.3.3.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.3.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds.

§ A.3.3.1.1 **Causes of Loss.** The insurance required by this Section A.3.3.1 shall provide coverage for direct physical loss or damage and shall include the risks of fire (with extended coverage), explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, workmanship, or materials. (Indicate below the cause of loss and any applicable sub-limit.)

**Causes of Loss**

**Sub-Limit**

§ A.3.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.3.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. (Indicate below the cause of loss and any applicable sub-limit.)

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**§ A.3.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section A.3.3.1 with property insurance written for the total value of the Project.

**§ A.3.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.3.3 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.3.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.3.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.3.3.3** If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

**§ A.3.3.4** Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section A.3.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

**§ A.3.4 Contractor’s Other Insurance Coverage**

**§ A.3.4.1** Insurance selected and described in this Section A.3.4 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.4.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.4.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

**§ A.3.4.2.1 Reserved**

**§ A.3.4.2.2** Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.

**§ A.3.4.2.3** Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

**§ A.3.4.2.4 Boiler and Machinery Insurance**  
The Contractor shall purchase and maintain boiler and machinery insurance as required, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this

insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**§ A.3.5 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

**§ A.3.5.1** Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall be written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

**§ A.3.5.2** The Performance and Labor and Material Payment Bonds shall:

- .1 be issued by a surety company licensed to do business in South Carolina;
- .2 be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and
- .3 remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer.

**§ A.3.5.3** Any bonds required by this Contract shall meet the requirements of the South Carolina Code of Laws and Regulations, as amended.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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

**South Carolina Division of Procurement  
Services, Office of State Engineer Version of  
 AIA<sup>®</sup> Document A201<sup>®</sup> – 2017**

***General Conditions of the Contract for Construction***

This version of AIA Document A201<sup>®</sup>–2017 is modified by the South Carolina Division of Procurement Services, Office of State Engineer (“SCOSE”). Publication of this version of AIA Document A201–2017 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A201–2017 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.

Cite this document as “AIA Document A201<sup>®</sup>–2017, General Conditions of the Contract for Construction—SCOSE Version,” or “AIA Document A201<sup>®</sup>–2017 — SCOSE Version.”

# South Carolina Division of Procurement Services, Office of State Engineer Version of AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name, State Project Number, and location or address)*

Midlands Technical College BSC Chiller Replacement  
H59-N071-FW  
316 South Beltline Blvd

### THE OWNER:

*(Name, legal status, and address)*

Midlands Technical College  
316 South Beltline Blvd  
Columbia, SC 29205

The Owner is a Governmental Body of the State of South Carolina as defined in S.C. Code Ann. § 11-35-310.

### THE ARCHITECT:

*(Name, legal status, and address)*

GMK Associates, Inc.  
1201 Main Street Suite 2100  
Columbia, SC 29210

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

- .1 The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract.
- .2 A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.
- .3 Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.
- .4 Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101, or some abbreviated reference thereof, shall mean the AIA A101-2017, Standard Form of Agreement Between Owner and Contractor, SCOSE Version.
- .5 Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean the AIA A201-2017, General Conditions of the Contract for Construction, SCOSE Version.

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Reserved

#### § 1.1.9 Notice to Proceed

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The Notice to Proceed is a document issued by the Owner to the Contractor directing the Contractor to begin prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed shall fix the date on which the Contract Time will commence and establish the initial date of the Substantial Completion.

#### **§ 1.1.10 State Engineer**

“State Engineer” means the person holding the position as head of the State Engineer’s Office. The State Engineer’s Office is created by S.C. Code Ann. § 11-35-830, and is sometimes referred to in the Contract Documents as “Office of State Engineer” or “OSE.” The State Engineer is also the Chief Procurement Officer for Construction, sometimes referred to in the Contract Documents as “CPOC”.

#### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of patent ambiguities within or between parts of the Contract Documents, the Contractor shall 1) provide the better quality or greater quantity of Work, or 2) comply with the more stringent requirement, either or both in accordance with the Architect’s interpretation.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

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

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

#### **§ 1.3 Capitalization**

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

#### **§ 1.4 Interpretation**

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

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

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

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

#### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

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

§ 1.6.3 Notice to Contractor shall be to the address provided in Section 8.3.2 of the Agreement. Notice to Owner shall be to the address provided in Section 8.2.2 of the Agreement. Either party may designate a different address for notice by giving notice in accordance with Section 1.6.1.

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, except as provided in Section 7.1.7. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's Representative noted in the Agreement.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to S.C. Code Ann. § 29-5-23.

### § 2.2 Reserved

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

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Subject to the Contractor's obligations, including those in Section 3.2, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner pursuant to this Section but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. However, the Owner does not warrant the accuracy of any such information requested by the Contractor that is not otherwise required of the Owner by the Contract Documents. Neither the Owner nor the Architect shall be required to conduct investigations or to furnish the Contractor with any information concerning subsurface characteristics or other conditions of the area where the Work is to be performed beyond that which is provided in the Contract Documents.

§ 2.3.6 The Owner shall furnish the Contract Documents to the Contractor in digital format.

#### § 2.4 Owner's Right to Stop the Work

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

- .1 The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to (a) conditions bearing upon transportation, disposal, handling, and storage of materials; (b) the availability of labor, water, electric power, and roads; (c) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (d) the conformation and conditions of the ground; and (e) the character of equipment and facilities needed preliminary to and during work performance.
- .2 The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is



reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this Contract.

- 3 Any failure of the Contractor to take the actions described and acknowledged in this Section will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

### § 3.3 Supervision and Construction Procedures

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

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

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

## § 3.4 Labor and Materials

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

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

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider requests for the substitution of products in place of those specified. The Owner and Architect may, but are not obligated to, consider only those substitution requests that are in full compliance with the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be performed or changes as a result of the substitution, except for the Architect's re-design costs, and waives all claims for additional costs related to the substitution that subsequently become apparent;
- .4 agrees that it shall, if the substitution is approved, coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and
- .5 represents that the request includes a written representation identifying any potential effect the substitution may have on Project's achievement of a Sustainable Measure or the Sustainable Objective.

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

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

## § 3.5 Warranty

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

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

## § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall comply with the requirements of S.C Code Ann. Title 12, Chapter 8, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

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

§ 3.7.1 Pursuant to S.C. Code Ann. § 10-1-180, no local general or specialty building permits are required for state buildings. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all other permits, fees, and licenses by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs, as documented by invoices, and the allowances under Section 3.8.2.1.

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

### § 3.9 Superintendent

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

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

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall notify the Owner of any proposed change in the superintendent, including the reason therefore, prior to making such change. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

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

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

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

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

### § 3.11 Documents and Samples at the Site

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

### § 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

- .1 The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of his shop drawings prior to submitting them for review and approval.
- .2 The fire sprinkler shop drawings shall be reviewed and approved by the Architect's engineer of record (EOR) prior to submittal to the State Fire Marshal. The EOR will complete the Office of State Fire Marshal (OSFM) form "Request for Fire Sprinkler System Shop Review for State Construction Projects" and submit it to OSE for signature.
- .3 OSE will sign the form and return it to the Architect's EOR. The EOR will submit a copy of the signed form with the approved shop drawings to OSFM for review and approval; and, forward a copy of each to OSE.
- .4 Upon receipt of the OSFM approval letter, the EOR will forward a copy of the letter to the Owner, Contractor, Architect, and OSE.
- .5 Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to OSFM.

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to

the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 Use of Site

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

§ 3.13.2 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

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

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Any reference in the Contract Documents to the Architect taking action or rendering a decision with a "reasonable time" is understood to mean no more than ten (10) days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

§ 4.2.2 The Architect will visit the site as necessary to fulfill its obligation to the Owner for inspection services, if any, and, at a minimum, to assure conformance with the Architect's design as shown in the Contract Documents and to observe the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

### § 4.2.4 Communications

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

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

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not show partiality to either. Except in the case of interpretations resulting in omissions, defects, or errors in the Instruments of Service or perpetuating omissions, defects or errors in the Instruments of Service, the Architect will not be liable for results of interpretations or decisions rendered in good faith. If either party disputes the Architect's interpretation or decision, that party may proceed as provided in Article 15. The Architect's interpretations and decisions may be, but need not be, accorded any deference in any review conducted pursuant to law or the Contract Documents.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents so as to avoid delay to the construction of the Project. The Architect's response to such requests will be made in writing with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any response to a request for information must be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.



Unless issued pursuant to a Modification, supplemental Drawings or Specifications will not involve an adjustment to the Contract Sum or Contract Time.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

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

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

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Owner shall not direct the Contractor to contract with any specific individual or entity for supplies or services unless such supplies and services are necessary for completion of the Work and the specified individual or entity is the only source of such supply or service.

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

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner makes reasonable objection to such substitution. The Contractor’s request for substitution must be made to the Owner in writing, accompanied by supporting information.

**§ 5.2.5** A Subcontractor identified in the Contractor’s Bid pursuant to the subcontractor listing requirements of Section 7 of the Bid Form may only be substituted in accordance with and as permitted by the provisions of S.C. Code Ann. § 11-35-3021. A proposed substitute for a listed subcontractor shall also be subject to the Owner’s approval as set forth in Section 5.2.3.

**§ 5.2.6** A Contractor may substitute one prospective subcontractor for another, with the approval of the Owner as follows:

- .1 If the Contractor requests the substitution, the Contractor is responsible for all costs associated with the substitution.
- .2 If the Owner requests the substitution, the Owner is responsible for any resulting increased costs to the Contractor.

### **§ 5.3 Subcontractual Relations**

**§ 5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not

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prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise herein, or in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Without limitation on the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following Sections of these General Conditions: 3.2, 3.5, 3.18, 5.3, 5.4, 6.2.2, 7.1.6, 7.3.3, 7.5, 13.1, 13.9, 14.3, 14.4, and 15.1.7.

§ 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2 and 13.5 and all of Article 15, except Section 15.1.7, of these General Conditions. In the place of these excluded sections of the General Conditions, each Subcontract Agreement and each Sub-subcontract may include Sections 13.2 and 13.5 and all of Article 15, except Section 15.1.7, of AIA Document A201-2007, Conditions of the Contract, as originally issued by the American Institute of Architects.

§ 5.3.4 The Contractor shall assure the Owner that all agreements between the Contractor and its Subcontractor incorporate the provisions of Section 5.3.1 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights. The Contractor's assurance shall be in the form of an affidavit or in such other form as the Owner may approve. Upon request, the Contractor shall provide the Owner or Architect with copies of any or all subcontracts or purchase orders.

#### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment.

§ 5.4.5 Each subcontract shall specifically provide that the Subcontractor agrees to perform portions of the Work assigned to the Owner in accordance with the Contract Documents.

§ 5.4.6 Nothing in this Section 5.4 shall act to reduce or discharge the Contractor's payment bond surety's obligations to claimants for claims arising prior to the Owner's exercise of any rights under this conditional assignment.

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

#### § 6.1.4 Reserved

### § 6.2 Mutual Responsibility

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

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

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

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

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

### § 6.3 Owner’s Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

§ 7.1.4 If a change in the Work provides for an adjustment to the Contract Sum, the amount of such adjustment must be computed and documented in writing. In order to facilitate evaluation of proposals or claims for increases and decreases to the Contract Sum, all proposals or claims, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized. Where major cost items are subcontracts, they shall be itemized also. The amount of the adjustment must approximate the actual cost to the Contractor and all costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.1.5, all adjustments to the Contract Sum shall be limited to job specific costs and shall not include indirect costs, home office overhead or profit.

§ 7.1.5 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, seventeen (17%) percent of the Contractor's actual costs.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, ten (10%) percent of each Subcontractor's actual costs (not including the Subcontractor's overhead and profit).
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, seventeen (17%) percent of the Subcontractor's actual costs.
- .4 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.4.

The percentages cited above shall be considered to include all indirect costs including, but not limited to field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations.

§ 7.1.6 The procedures described in Sections 7.1.4 and 7.1.5 shall be used to calculate any adjustment in the Contract Sum, including without limitation an adjustment permitted under Articles 7, 9, 14, or 15.

§ 7.1.7 If a change in the Work requires an adjustment to the Contract Sum that exceeds the limits of the Owner's Construction Change Order Certification (reference Section 9.1.9 of the Agreement), then the Owner's agreement is not effective, and Work may not proceed until approved in writing by the OSE.

§ 7.1.8 Any change in the Work initiated after the declaration of Substantial Completion must be approved in writing by the OSE regardless of the amount of the change or the Owner's Construction Change Order Certification.

## § 7.2 Change Orders

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

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

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, any adjustments to the Contract Sum or the Contract Time.

§ 7.2.2 At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. Any proposed adjustment in the Contract Sum shall be prepared in accordance with Section 7.1.4 and 7.1.5. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fourteen (14) days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.5.

§ 7.2.3 If the Contractor requests a Change Order, the request shall set forth the proposed change in the Work and shall be prepared in accordance with Section 7.2.2. If the Contractor requests a change to the Work that involves a revision

to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditure associated with the Architects' review of the proposed revisions, except to the extent the revisions are accepted by execution of a Change Order.

### § 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum if properly itemized and substantiating data is not available to permit evaluation;
- .2 Unit prices specified in the Contract Documents or subsequently agreed upon, subject to adjustment if any, as provided in Section 9.1.2;
- .3 Cost and a percentage fee, calculated as described in Sections 7.1.4 and 7.1.5;
- .4 in another manner as the parties may agree; or
- .5 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an initial determination, consistent with Section 7.3.3, of the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.1.5. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual cost including overhead and profit as confirmed by the Architect from the Schedule of Values.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

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Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

#### § 7.4 Minor Changes in the Work

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

#### § 7.5 Pricing Data and Audit

##### § 7.5.1 Cost or Pricing Data

Upon request of the Owner or Architect, Contractor shall submit cost or pricing data prior to execution of a Modification which exceeds \$500,000 [Reference S.C. Code Ann. §§ 11-35-1830 and 11-35-2220, and SC Code Ann. Reg 19-445.2120]. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing the Modification. Contractor's price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment to the Contractor.

§ 7.5.2 Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

##### § 7.5.3 Records Retention

As used in Section 7.5, the term "Records" means any books or records that relate to cost or pricing data of a Change Order that Contractor is required to submit pursuant to Section 7.5.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor's records at reasonable times and places.

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

#### § 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly commence the Work prior to the effective date of surety bonds and insurance required to be furnished by the Contractor and Owner.

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

### § 8.3 Delays and Extensions of Time

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

- .1 is not caused by the fault or negligence of the Contractor or a subcontractor at any tier, and
- .2 is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

§ 9.2.1 The Contractor shall submit a schedule of values to the Architect within ten (10) days of full execution of the Agreement, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.2 As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible. The breakdown, being submitted on a uniform standardized format approved by the Architect and Owner, shall be divided in detail, using convenient units, sufficient to accurately determine the value of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

- .1 the description of Work (listing labor and material separately);
- .2 the total value of the Work;
- .3 the percent and value of the Work completed to date;
- .4 the percent and value of previous amounts billed; and
- .5 the current percent completed, and amount billed.

§ 9.2.3 Any schedule of values or trade breakdown that fails to provide sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If a schedule of values or trade breakdown is used as the basis for payment and later determined to be inaccurate, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

### § 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing, provided such materials or equipment will be subsequently incorporated in the Work. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. The Contractor shall 1) protect such materials from diversion, vandalism, theft, destruction, and damage, 2) mark such materials specifically for use on the Project, and 3) segregate such materials from other materials at the storage facility. The Architect and the Owner shall have the right to make inspections of the storage areas at any time.

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

### § 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated in both the Application for Payment and, if required to be submitted, the accompanying current construction schedule, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means,



methods, techniques, sequences, or procedures; or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect shall withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. The Architect shall withhold a Certificate of Payment if the Application for Payment is not accompanied by the current construction schedule required by Section 3.10.1. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

### § 9.6 Progress Payments

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

§ 9.6.2 Pursuant to S.C. Ann. §§ 29-6-10 through 29-6-60, the Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

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

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

### § 9.7 Failure of Payment

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

### § 9.8 Substantial Completion

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect, the Owner, and any other party the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents.

- .1 If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- .2 If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .3 Representatives of the State Fire Marshal's Office and other authorities having jurisdiction may be present at the Substantial Completion inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements for the Project.

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

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

§ 9.8.6 If the Architect and Owner concur in the Contractor's assessment that the Work or a portion of the Work is safe to occupy, the Owner and Contractor may arrange for a Certificate of Occupancy inspection by OSE. The Owner, Architect, and Contractor shall be present at OSE's inspection. Upon verifying that the Work or a portion of the Work is substantially complete and safe to occupy, OSE will issue, as appropriate, a Full or Partial Certificate of Occupancy.

§ 9.8.7 The Owner may not occupy the Work until all required occupancy permits, if any, have been issued and delivered to the Owner.

### § 9.9 Partial Occupancy or Use

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

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

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

### § 9.10 Final Completion and Final Payment

§ 9.10.1 Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion within thirty days after Substantial Completion. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, the Owner, and any other party the Architect or the Owner choose will make an inspection on a date and at a time mutually agreeable. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

- .1 If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- .2 If the Contractor does not achieve Final Completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is

greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

- .3 If OSE has not previously issued a Certificate of Occupancy for the entire Project, the Parties shall arrange for a representative of OSE to participate in the Final Completion inspection.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect:

- .1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
- .2 a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect,
- .3 a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- .4 consent of surety, if any, to final payment,
- .5 documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties,
- .6 if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner,
- .7 required Training Manuals,
- .8 equipment Operations and Maintenance Manuals,
- .9 any certificates of testing, inspection or approval required by the Contract Documents and not previously provided, and
10. one copy of the Documents required by Section 3.11.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is delayed 60 days through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

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

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

### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 3.2.1 and not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious loss to real or personal property resulting from such a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Hazardous materials or substances are those hazardous, toxic, or radioactive materials or substances subject to regulations by applicable governmental authorities having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control, the U.S. Environmental Protection Agency, and the U.S. Nuclear Regulatory Commission.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. In the absence of agreement, the Architect will make an interim determination regarding any delay or impact on the Contractor's additional costs. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the rights of either party to disagree and assert a Claim in accordance with Article 15.

**§ 10.3.3** The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (a) the Owner causes remedial work to be performed that results in the absence of hazardous materials or substances; (b) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (c) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor.

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

**§ 10.3.5** In addition to its obligations under Section 3.18, the Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

#### **§ 10.3.6 Reserved**

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall immediately give the Owner and Architect notice of the emergency. This initial notice may be oral followed within five (5) days by a written notice setting forth the nature and scope of the emergency. Within fourteen (14) days of the start of the emergency, the Contractor shall give the Architect a written estimate of the cost and probable effect of delay on the progress of the Work.

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

#### **§ 11.1 Contractor's Insurance and Bonds**

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

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

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

**§ 11.1.4 Failure to Purchase Required Property Insurance.** If the Contractor fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

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

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

## **§ 11.2 Owner's Insurance**

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

### **§ 11.2.2 Reserved**

### **§ 11.2.3 Reserved**

## **§ 11.3 Waivers of Subrogation**

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

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

### **§ 11.3.3 Limitation on the Owner's Waiver of Subrogation**

South Carolina law prohibits the State from indemnifying a private party. Accordingly, and notwithstanding anything in the Agreement to the contrary, including but not limited to Sections 11.3.1, 11.3.2, and 11.4, the Owner cannot and

does not waive subrogation to the extent any losses are covered by insurance provided by the South Carolina Insurance Reserve Fund.

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

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

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

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

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

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

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, including inspections of work-in-progress required by all authorities having jurisdiction over the Project, it must, upon demand of the Architect or authority having jurisdiction, be uncovered for observation/inspection and be replaced at the Contractor's expense without change in the Contract Time.

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

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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



- .1 If the Contractor, a Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

### § 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

§ 13.1.1 The Contract, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

§ 13.1.2 This Contract is formed pursuant to and governed by the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations.

### § 13.2 Successors and Assigns

The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts

to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### § 13.3 Rights and Remedies

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

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

§ 13.3.3 Notwithstanding Section 9.10.4, the rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses:

- 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;
- 3.5 Warranty
- 3.17 Royalties, Patents and Copyrights
- 3.18 Indemnification
- 7.5 Pricing Data and Audit
- A.3.2.2 Contractor's Liability Insurance (A101, Exhibit A)
- A.3.5 Performance and Payment Bond (A101, Exhibit A)
- 15.1.7 Claims for Listed Damages
- 15.1.8 Waiver of Claims Against the Architect
- 15.6 Dispute Resolution
- 15.6.5 Service of Process

### § 13.4 Tests and Inspections

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

- .1 Inspection, Special Inspections, and testing requirements, if any, as required by the ICC series of Building Codes shall be purchased by the Owner.
- .2 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner's knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

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

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

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

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

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

### § 13.5 Interest

Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by S.C. Code Ann. §§ 29-6-10 through 29-6-60. Amounts due to the Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

### § 13.6 Procurement of Materials by Owner

The Contractor accepts assignment of all purchase orders and other agreements for procurement of materials and equipment by the Owner that are identified as part of the Contract Documents. The Contractor shall, upon delivery, be responsible for the storage, protection, proper installation, and preservation of such Owner purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. Unless the Contract Documents specifically provide otherwise, all Contractor warranty of workmanship and correction of the Work obligations under the Contract Documents shall apply to the Contractor's installation of and modifications to any Owner purchased items.

### § 13.7 Interpretation of Building Codes

As required by S.C. Code Ann. § 10-1-180, OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Owner and OSE for resolution.

### § 13.8 Minority Business Enterprises

Contractor shall notify Owner of each Minority Business Enterprise (MBE) providing labor, materials, equipment, or supplies to the Project under a contract with the Contractor. Contractor's notification shall be via the first monthly status report submitted to the Owner after execution of the contract with the MBE. For each such MBE, the Contractor shall provide the MBE's name, address, and telephone number, the nature of the work to be performed or materials or equipment to be supplied by the MBE, whether the MBE is certified by the South Carolina Office of Small and Minority Business Assistance, and the value of the contract.

### § 13.9 Illegal Immigration

Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractor's language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

### § 13.10 Drug-Free Workplace

The Contractor must comply with the Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq. The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as defined by S.C. Code Ann. § 44-107-20(1).

### § 13.11 False Claims

According to S.C. Code Ann. § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

### § 13.12 Prohibited Acts

It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations. (§ 11-9-20) It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (§ 11-1-40)

### § 13.13 Open Trade (Jun 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Ann. § 11-35-5300.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 45 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents and the Contractor has stopped work in accordance with Section 9.7.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit, and costs incurred by reason of such termination.

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials, or otherwise fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section 14.2.1, or that the Contractor's default was excusable, or that the termination for cause was affected by any other error, then Owner and Contractor agree that the termination shall be conclusively deemed to be one for the convenience of the Owner, and the rights and obligations of the parties shall be the same as if the termination had been issued for in Section 14.4.

#### § 14.3 Suspension by the Owner for Convenience

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

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

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

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. The Owner shall give notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 complete the performance of the Work not terminated, if any.

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

§ 14.4.4 Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the Owner's right to require the termination of a subcontract, or (ii) increase the obligation of the Owner beyond what it would have been if the subcontract had contained an appropriate clause.

§ 14.4.5 Upon written consent of the Contractor, the Owner may reinstate the terminated portion of this Contract in whole or in part by amending the notice of termination if it has been determined that:

- .1 the termination was due to withdrawal of funding by the General Assembly, Governor, or State Fiscal Accountability Authority or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;

- .2 funding for the reinstated portion of the Work has been restored;
- .3 circumstances clearly indicate a requirement for the terminated Work; and
- .4 reinstatement of the terminated work is advantageous to the Owner.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition**

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

**§ 15.1.2 Reserved**

**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Architect. Such notice shall include sufficient information to advise the Architect and other party of the circumstances giving rise to the Claim, the specific contractual adjustment or relief requested and the basis of such request. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later except as stated for adverse weather days in Section 15.1.6.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its Claim.

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

**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, including any administrative review allowed under Section 15.6, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

**§ 15.1.5 Claims for Additional Cost**

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

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.

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

- .1 Claims for adverse weather shall be based on actual weather conditions at the job site or other place of performance of the Work, as documented in the Contractor's job site log.

- .2 For the purpose of this Contract, a total of five (5) days per calendar month (non-cumulative) shall be anticipated as "adverse weather" at the job site, and such time will not be considered justification for an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the Contractor shall be allowed to claim additional days to compensate for the excess weather delays only to the extent of the impact on the approved construction schedule and days the Contractor was already scheduled to work. The remedy for this condition is for an extension of time only and is exclusive of all other rights and remedies available under the Contract Documents or imposed or available by law.
- .3 The Contractor shall submit monthly with their pay application all Claims for adverse weather conditions that occurred during the previous month. The Architect shall review each monthly submittal in accordance with Section 15.5 and inform the Contractor and the Owner promptly of its evaluation. Approved days shall be included in the next Change Order issued by the Architect. Adverse weather conditions not claimed within the time limits of this Subparagraph shall be considered to be waived by the Contractor. Claims will not be allowed for adverse weather days that occur after the scheduled (original or adjusted) date of Substantial Completion.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the work, and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

#### § 15.1.7 Claims for Listed Damages

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor and Owner waive Claims against each other for listed damages arising out of or relating to this Contract.

§ 15.1.7.1 For the Owner, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent allowed by Section 13.5 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency.

§ 15.1.7.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest, except to the extent allowed by Section 13.5 (Interest); (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's termination in accordance with Article 14.

§ 15.1.7.3 Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

#### § 15.1.8 Waiver of Claims Against the Architect

Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals who provide design and/or project management services to the Owner, either directly or as independent contractors or subcontractors to the Architect, for listed damages arising out of or relating to this Contract. The listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest; (vii) unamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section 3.18 (Indemnification).

§ 15.2 Reserved

§ 15.3 Reserved

§ 15.4 Reserved

**§ 15.5 Claim and Disputes - Duty of Cooperation, Notice, and Architects Initial Decision**

§ 15.5.1 Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize Claims. To further this goal, Contractor and Owner agree to communicate regularly with each other and the Architect at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If Claims do arise, Contractor and Owner each commit to resolving such Claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.

§ 15.5.2 Claims shall first be referred to the Architect for initial decision. An initial decision shall be required as a condition precedent to resolution pursuant to Section 15.6 of any Claim arising prior to the date of final payment, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered, or after all the Architect's requests for additional supporting data have been answered, whichever is later. The Architect will not address Claims between the Contractor and persons or entities other than the Owner.

§ 15.5.3 The Architect will review Claims and within ten days of the receipt of a Claim (1) request additional supporting data from the claimant or a response with supporting data from the other party or (2) render an initial decision in accordance with Section 15.5.5.

§ 15.5.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that all supporting data has already been provided. Upon receipt of the response or supporting data, the Architect will render an initial decision in accordance with Section 15.5.5.

§ 15.5.5 The Architect will render an initial decision in writing; (1) stating the reasons therefor; and (2) notifying the parties of any change in the Contract Sum or Contract Time or both. The Architect will deliver the initial decision to the parties within two weeks of receipt of any response or supporting data requested pursuant to Section 16.4 or within such longer period as may be mutually agreeable to the parties. If the parties accept the initial decision, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties and the Office of State Engineer. If either the Contractor, Owner, or both, disagree with the initial decision, the Contractor and Owner shall proceed with dispute resolution in accordance with the provisions of Section 15.6.

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

**§ 15.6 Dispute Resolution**

§ 15.6.1 If a Claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute cannot be resolved through Contractor's Representative and Owner's Representative, then the Contractor's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one (21) days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.

§ 15.6.2 If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina's Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all Claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the

Init.



South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution.

§ 15.6.3 If any party seeks resolution to a dispute pursuant to Section 15.6.2, the parties shall participate in non-binding mediation to resolve the Claim. If the Claim is governed by Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws as amended and the amount in controversy is \$100,000.00 or less, the CPOC shall appoint a mediator, otherwise, the mediation shall be conducted by an impartial mediator selected by mutual agreement of the parties, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

§ 15.6.4 Without relieving any party from the other requirements of Sections 15.5 and 15.6, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Sections 15.5 and 15.6 if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

#### § 15.6.5 Service of Process

Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any Claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor's Senior Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

### ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION

None

# COVID-19 RETURN TO WORK

## Midlands Technical College Construction Site Guidelines

1. All construction companies mobilizing for Midlands Technical College (MTC) construction projects must submit their regular Health & Safety Plan, as well as site specific COVID-19 Health & Safety Plan.
2. All Architectural or Engineering companies that will be visiting construction sites on campus must also comply with Midlands Technical College COVID-19 Health & Safety Plan.
3. Contractors will be expected to have the following items (at a minimum) in their safety plans;
  - a. Before mobilizing to the project site the General Contractor will work with the MTC Project Manager to identify entry and exit points to the jobsite.
  - b. The General Contractor and all Subcontractors will each have one individual from their company assigned as their COVID-19 contact point for related issues.
  - c. The General Contractor will maintain a list of all individuals who access the site each day, this list will be kept for a minimum of four weeks.
  - d. The General Contractor will NOT pass around a communal sign-in sheet to create the daily attendance list when the majority of workers are arriving each day, but will have one individual responsible for creating the list as individuals arrive.
  - e. The General Contractor will ensure that workers who arrive on site each day are healthy and have no symptoms similar to those associated with COVID-19. If a worker is symptomatic, they will immediately leave campus and follow their employer's Covid-19 protocol. Employees should not report to work on the Midlands Technical College campus if they have any of the symptoms that are common for Covid-19.
  - f. Depending on the building where the construction work is taking place, the General Contractor will arrange for the start and completion of the work day to work around the times assigned for passage between scheduled classes so that workers are not entering or exiting the jobsite as students are rotating classes.
  - g. The General Contractor will encourage workers to stay on site for their whole shift, rather than leaving the site for lunch. The General Contractor will provide enough space for workers to take their lunch break without having to break the College-mandated physical distancing guidelines or the maximum of 10 individuals together. If this requires allowing the workers to take their breaks and lunch in shifts, the General Contractor will accommodate this.
  - h. The General Contractor and all Subcontractors will make every attempt to keep the same employees assigned to the same construction projects for the duration of their required scope of work. Assignments of rotating or random trades, work force personnel is highly discouraged.
  - i. If feasible, depending on the jobsite and trade, the General Contractor and Subcontractors will divide their work crews into two separate groups that will work in separate areas and workers will not shift between groups once assigned. This should be done as if a worker in one group is exposed and must self-quarantine, then the whole group must self-

quarantine, however this will leave the separate work group able to continue working on the jobsite without shutting the whole jobsite down. The General Contractor may discuss the potential for achieving this by running two separate time shifts on the project with the MTC Project Manager.

- j. The General Contractor will limit access to the jobsite trailer or office, as required, to maintain physical distancing guidelines whenever possible and face coverings will be worn when more than one person is present in the office or trailer.
- k. The GC will have signage posted on site reminding workers to maintain the minimum 6' physical distancing and that a face covering must be worn at all times on MTC property.
- l. Workers will wear gloves at all times except when the task at hand cannot be performed safely with gloves on.
- m. Regular PPE guidelines will be maintained.
- n. Face coverings must be worn by workers whenever they are on MTC property and traveling to or from the job site.
- o. Workers will wash their hands each day when they enter and leave the jobsite. This is the minimum requirement and more frequent hand washing is recommended.
- p. The General Contractor/Subcontractor will provide individual bottles of water for workers on site and NOT a cooler for communal use. Touchless options may be available.
- q. The General Contractor and all subcontractors should avoid having workers share tools wherever possible. If it is not possible to avoid, then tools should be cleaned before and after each individual use.
- r. The General Contractor and all subcontractors should avoid having employees share company vehicles wherever possible. If it is not possible to avoid, then the vehicle should be cleaned before and after each individual use.
- s. The General Contractor and all subcontractors will maintain a clean jobsite and trash will be removed on a daily basis by an individual who is wearing gloves and a face covering.
- t. The GC will ensure that the portable restroom facilities are sanitized daily.
- u. If a worker who has been on a Midlands Technical college construction site within the past 14 days is found to test positive for COVID-19, the General Contractor will ***immediately*** notify the MTC Project Manager and advise which days the worker was on site and if the exposure appears to be work related or non-work related.
- v. If the GC or any of their subcontractors are advised by one of their employees that they have been potentially exposed to Covid-19 within the previous 14 days and they have been advised to self- quarantine, and that employee has been on a project site at the Midlands Technical College campus within that same 14 day period the employer must notify the MTC Project Manager and advise what days their employee was on site.
- w. If any individual who has been on the project jobsite is found to have tested positive for Covid-19, the construction site will be shut down immediately for thorough cleaning by the General Contractor.

# SE-355 PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as “Contractor”, and *(Insert full name and address of principal place of business of Surety)*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter called the “surety”, are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: Midlands Technical College  
Address: 1260 Lexington Drive  
West Columbia, SC 29170

hereinafter referred to as “Agency”, or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to construct

State Project Name: Midlands Technical College BSC Chiller Replacement

State Project Number: H59-N071-FW

Brief Description of Awarded Work: Remove and replace existing air cooled chiller, pumps, hydronic specialties, and controls serving the BSC Building at MTC Beltline campus

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*

Name: GMK Associates, Inc.  
Address: 1201 Main Street Suite 2100  
Columbia, SC 29210

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2** \_\_\_\_\_  
*(shall be no earlier than Date of Contract)*

**BOND NUMBER** \_\_\_\_\_

## CONTRACTOR

## SURETY

**By:** \_\_\_\_\_  
(Seal)

**By:** \_\_\_\_\_  
(Seal)

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_  
*(Attach Power of Attorney)*

**Witness:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

*(Additional Signatures, if any, appear on attached page)*

**SE-355****PERFORMANCE BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
  - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
  - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
    - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
    - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
  - 5.1 Surety in accordance with the terms of the Contract; or
  - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
  - 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
  - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
  - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
  - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
  - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
  - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

# SE-357 LABOR & MATERIAL PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that *(Insert full name or legal title and address of Contractor)*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as “Contractor”, and *(Insert full name and address of principal place of business of Surety)*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

hereinafter called the “surety”, are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: Midlands Technical College  
Address: 1260 Lexington Drive  
West Columbia, SC 29170

hereinafter referred to as “Agency”, or its successors or assigns, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Agency to construct

State Project Name: Midlands Technical College BSC Chiller Replacement  
State Project Number: H59-N071-FW  
Brief Description of Awarded Work: Remove and replace existing air cooled chiller, pumps, hydronic specialties, and controls serving the BSC Building at MTC Beltline campus

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*

Name: GMK Associates, Inc  
Address: 1201 Main Street Suite 2100  
Columbia, SC 29210

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

**IN WITNESS WHEREOF**, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Labor & Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2** \_\_\_\_\_  
*(shall be no earlier than Date of Contract)*

**BOND NUMBER** \_\_\_\_\_

**CONTRACTOR**

**SURETY**

**By:** \_\_\_\_\_  
(Seal)

**By:** \_\_\_\_\_  
(Seal)

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_  
*(Attach Power of Attorney)*

**Witness:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

*(Additional Signatures, if any, appear on attached page)*

**SE-357****LABOR & MATERIAL PAYMENT BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
  2. With respect to the Agency, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
    - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
    - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
    - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
    - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
  5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 5.2 Pay or arrange for payment of any undisputed amounts.
    - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
  6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
  7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
  9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
  11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
  12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.
- 13. DEFINITIONS**
- 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
  - 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
  - 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**SE-380**

CHANGE ORDER NO.: \_\_\_\_\_

**CHANGE ORDER TO DESIGN-BID-BUILD CONSTRUCTION CONTRACT**

**AGENCY:** Midlands Technical Collel

**PROJECT NAME:** BSC Chiller Replacement

**PROJECT NUMBER:** H59-N071-FW

**CONTRACTOR:** \_\_\_\_\_ **CONTRACT DATE:** \_\_\_\_\_

**This Contract is changed as follows:** *(Insert description of change in space provided below)*

**ADJUSTMENTS IN THE CONTRACT SUM:**

1. Original Contract Sum:		\$
2. Change in Contract Sum by previously approved Change Orders:		
3. Contract Sum prior to this Change Order		\$ 0.00
4. Amount of this Change Order:		
5. New Contract Sum, including this Change Order:		\$ 0.00

**ADJUSTMENTS IN THE CONTRACT TIME:**

1. Original Substantial Completion Date:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. Total Number of Days added to this Contract including this Change Order		0 Days
5. New Substantial Completion Date:		

**CONTRACTOR ACCEPTANCE:**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Signature of Representative)*

**Print Name of Representative:** \_\_\_\_\_

**A/E RECOMMENDATION FOR ACCEPTANCE:**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Signature of Representative)*

**Print Name or Representative:** \_\_\_\_\_

**AGENCY ACCEPTANCE AND CERTIFICATION:**

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Signature of Representative)*

**Print Name of Representative:** \_\_\_\_\_

Change is within Agency Construction Contract Change Order Certification of: \$ \_\_\_\_\_ Yes  No

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
*(OSE Project Manager)*

**SUBMIT THE FOLLOWING TO OSE**

1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
2. Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will approved the SE-380 and return to Agency.



**SECTION 012000  
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. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.
- D. The Contractor's Construction Schedule and Submittal Schedule are included in other sections of Division 1
- E. See also payment requirements in Supplementary Conditions.
- F. Change procedures.
- G. Correlation of Contractor submittals based on changes.
- H. Procedures for preparation and submittal of application for final payment.

**1.02 SCHEDULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. 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 and bonds and insurance.
  - 1. Provide minimum of 1% of the Construction Cost for Project Record Drawings.
  - 2. Provide minimum of 1% of the Construction Cost for Operating and Maintenance Data.
  - 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
- F. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
  - 1. Contractor's construction schedule.
  - 2. Application for Payment form.
  - 3. List of Subcontractors.
  - 4. Schedule of allowances.
  - 5. List of principal suppliers and fabricators.
  - 6. Schedule of submittals.
- G. Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- H. Identification: Include the following Project identification on the Schedule of Values:
  - 1. Project name, State project number, A/E project number and location.
  - 2. Name of the Architect.
  - 3. Contractor's name and address.
  - 4. Date of submittal.
- I. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- J. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- K. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line

items

1. on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- L. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
- M. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values.
- N. Revise schedule to list approved Change Orders, with each Application For Payment.

### **1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Present required information in typewritten form.
- E. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
  1. List of Subcontractors. Subcontractors listed on the bid form shall match those submitted under this section.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. List of Contractor's staff assignments.
  7. List of Contractor's principal consultants.
  8. Copies of building permits.
  9. Copies of authorizations and licenses from governing authorities for performance of the Work.
  10. Initial progress report.
  11. Report of pre-construction meeting.
  12. Certificates of insurance and insurance policies.
  13. Performance and payment bonds (if required).
  14. Data needed to acquire Owner's insurance.
  15. Initial settlement survey and damage report, if required.
- F. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets when required.
- G. 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.
- H. Execute certification by signature of authorized officer.
  1. Incomplete applications will be returned without action.
- I. 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.
- J. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

- K. Submit three copies of each Application for Payment.
- L. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- M. 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 3216.
  3. Partial release of liens from major Subcontractors and vendors.
- N. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.
- O. When an application shows completion of an item, submit final or full waivers.
- P. When Architect 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.
- Q. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- R. Administrative actions and submittals that shall proceed or coincide with this application include:
  1. Occupancy permits and similar approvals.
  2. Warranties (guarantees) and maintenance agreements.
  3. Test/adjust/balance records.
  4. Meter readings.
  5. Start-up performance reports.
  6. Change-over information related to Owner's occupancy, use, operation and maintenance.
  7. Final cleaning.
  8. Application for reduction of retainage, and consent of surety.
  9. Advice on shifting insurance coverages.
- S. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- T. Contractor is required to assemble and complete information required by SC Department of Health and Environmental Control for project close-out. Copies of these regulations and guidelines are available from SCDHEC or will be given to successful bidder upon start of work. Three copies of all information is required.

#### **1.04 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 Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect 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, Architect 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 14 days.
- E. Contractor may propose a change by submitting a request for change to Architect, 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 Architect 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 Architect.
  - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
  - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
  - 1. 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: Architect 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.

#### **1.05 APPLICATION FOR FINAL PAYMENT**

- A. Submit final Application for Payment with or preceded by final waivers from every entity involved
- B. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

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

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 012500  
SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to 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.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

**3.02 RESOLUTION**

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

**3.03 ACCEPTANCE**

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

**END OF SECTION**

**SECTION 013000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 007200 - General Conditions: Dates for applications for payment.
- B. Section 013216 - Construction Progress Schedule: Form, content, and administration of schedules.
- C. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract, Owner and <1|A/E|>.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

**3.02 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's superintendent.
  - 5. Major subcontractors.

- D. Agenda:
1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of progress schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on progress schedule and coordination.
  11. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 013216**

- 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.

### **3.04 COORDINATION DRAWINGS**

- A. Review drawings prior to submission to Architect.

### **3.05 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

### **3.06 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 Architect's knowledge as contract administrator or for Owner.

### **3.07 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.

- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.08 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. Transmit each submittal with AIA Form G810, in duplicate.
  - 1. Submittals received without a transmittal form will be returned without review or action.
  - 2. Fill out a separate transmittal form for each submittal; also include the following:
    - a. Other relevant information.
    - b. Requests for additional information.
  - 3. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project name and numbers, Contractor's, Subcontractor's or supplier's name and address, Architect's name and address, Manufacturer's name ; 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, quantities, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
  - 1. Contractor's responsibility regarding errors and omissions in submittals is not relieved by Architect's review of submittals.
  - 2. Contractor's responsibility regarding deviations in submittals from requirements of Contract Documents is not relieved by Architect's review submittals, unless Architect gives written acceptance of specific deviations as approved by Owner.
  - 3. When work is directly related and involves more than one trade, shop drawings shall be coordinated by the submitting Contractor/Subcontractor with other trades prior submission and related work submitted under one cover.
    - a. After shop drawing has been submitted for review, no changes may be made to that Drawing other than changes resulting from review notes made by the Architect unless such changes are clearly identified and circled before being resubmitted. Any failure to comply with this requirement shall nullify and invalidate the Architect's review.
  - 4. Submittals without Contractor's stamp of review will not be reviewed and will be returned for resubmission.
- F. Submittals will be accepted from the Contractor only. Submittals received from other entities will be returned without review or action.
- G. Do not submit substitute items that have not been approved by means of the procedure specified elsewhere.
- H. Do not include requests for substitution (either direct or indirect) on submittals; comply with procedures for substitutions specified elsewhere.
- I. Deliver submittals to Architect at business address.
- J. Schedule submittals to expedite the Project, and coordinate submission of related items.
  - 1. Prepare and submit, in accordance with the approved Project Construction Schedule, a separate document listing dates by which shop drawings, product data and samples must be submitted for each material, product or equipment item requiring submittal.



2. The schedule shall reflect an orderly sequence so as to cause no delay in the Work.
  3. Coordinate submittals and activities that must be performed in sequence, so that the Architect has enough information to properly review the submittals.
  4. Coordinate submittals of different types for the same product or system so that the Architect has enough information to properly review each submittal.
  5. The dates indicated shall allow reasonable time for the review process of checking, correcting and resubmitting and reasonable time for procurement.
  6. No extension of time will be granted to the Contractor/Subcontractor because of failure to expeditiously submit shop drawings and samples in reasonable time to allow for review process.
  7. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. Architect shall review with reasonable promptness.
- K. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- L. Provide space for Contractor and Architect review stamps. Submittals to receive Architect's action marking; Provide blank space on the label or on the submittal itself for action marking; 4 inches wide by 6 inches high.
- M. Do not commence work which requires review of any submittals until receipt of returned submittals with an acceptable action.
1. Stamped Reviewed, no corrections or resubmissions required, fabrication may proceed.
  2. Stamped Revise and Resubmit.
    - a. If Contractor/Subcontractor complies with noted corrections, fabrication may proceed.
  3. If for any reason the Contractor/Subcontractor cannot comply with the noted corrections, fabrication shall not proceed and Contractor/Subcontractor shall resubmit, following procedures outlined herein before.
  4. Stamped Revise and Resubmit or Resubmit.
    - a. Contractor/Subcontractor shall revise and resubmit for review. Fabrication shall not proceed.
- N. When revised for resubmission, identify all changes made since previous submission.
- O. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- P. Submittals not requested will not be recognized or processed.

**END OF SECTION**

**SECTION 014000  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit report in duplicate within 10 days of observation to Architect for information.
  - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- F. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
  - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

**1.03 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

**PART 3 EXECUTION**

**2.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

## **2.02 MOCK-UPS**

- A. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

## **2.03 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 Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

## **2.04 TESTING AND INSPECTION**

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  1. Test samples of mixes submitted by Contractor.
  2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  3. Perform specified sampling and testing of products in accordance with specified standards.
  4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  6. Perform additional tests and inspections required by Architect.
  7. Attend preconstruction meetings and progress meetings.
  8. Submit reports of all tests/inspections specified.
- C. 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.
- D. 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 Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

#### **2.05 MANUFACTURERS' FIELD SERVICES**

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

#### **2.06 DEFECT ASSESSMENT**

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

**END OF SECTION**

**SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary telephone and facsimile service.
- D. Temporary sanitary facilities.
- E. Temporary Controls: Barriers, enclosures, and fencing.
- F. Security requirements.
- G. Vehicular access and parking.
- H. Waste removal facilities and services.
- I. Project identification sign.
- J. Field offices.
- K. Campus Policy

**1.02 SUBMITTALS**

- A. Implementation and Termination Schedule: Submit a schedule indicating implementation and termination of each temporary utility connection within 10 days of the date established for commencement of the Work.

**1.03 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
  - 1. Building Code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, Fire Department and Rescue Squad rules.
  - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library, "Temporary Electrical Facilities."
- C. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

**1.04 PROJECT CONDITIONS**

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility connection. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.
- B. EQUIPMENT
  - 1. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
  - 2. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
  - 3. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.

4. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
  5. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
  6. Temporary Offices: Locate office within the construction site as directed by Owner.
  7. Temporary Toilet Units: Provide and maintain temporary portable units. Location as directed by owner.
  8. First Aid Supplies: Comply with governing regulations. All accidents or injuries shall be reported to Owner.
  9. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable,
    - a. UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
  10. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.
  11. Equipment for the Full-Sized Mock-Up: Shall be same as specified for the permanent construction and may be re-used in the permanent work if in undamaged, new condition.
- C. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site

#### **1.05 TEMPORARY UTILITIES**

- A. All utilities are available at Pineview Road. It shall be the contractors responsibility to provide construction power and water to the site from Pineview Road.
- B. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- C. Existing facilities may not be used.
- D. New permanent facilities may not be used.
- E. Use trigger-operated nozzles for water hoses, to avoid waste of water.

#### **1.06 TELEPHONE AND EMAIL SERVICE**

- A. Provide, maintain, and pay for telephone and email service to field office at time of project mobilization.
- B. Telecommunications services shall include:

#### **1.07 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted as directed by Owner.
- C. Maintain daily in clean and sanitary condition.

#### **1.08 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations .
- B. Provide protection for plants designated to remain. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### **1.09 FENCING**

- A. Construction: Contractor's option.

#### **1.10 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

#### **1.11 INTERIOR ENCLOSURES**

- A. Provide temporary partitions to separate work areas from other areas, to prevent penetration of dust and moisture into other areas, and to prevent damage to existing materials and equipment.
  - 1. Extents of major required locations are indicated, but provide temporary protection for all work areas.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

#### **1.12 SECURITY**

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
- C. Store combustible materials in containers in fire-safe locations
- D. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities for fighting fires. Prohibit smoking in the building.
- E. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
- G. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, might be contaminated or polluted, or that other undesirable effects might result.
- H. Coordinate with Owner's security program.

#### **1.13 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Existing on-site roads shall not be used for construction traffic.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- F. Existing parking areas may not be used for construction parking as directed by Owner.
- G. Do not allow vehicle parking on existing pavement.

#### **1.14 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

#### **1.15 PROJECT IDENTIFICATION**

- A. Provide project identification sign of design and construction indicated on Drawings.
- B. Erect on site at location indicated.
- C. No other signs are allowed without Owner permission except those required by law.

**1.16 FIELD OFFICES**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 8 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

**1.17 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Restore new permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



## **SECTION 016000 PRODUCT REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Procedures for Owner-supplied products.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

#### **1.02 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### **1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. 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.
- C. 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.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

### **PART 2 PRODUCTS**

#### **2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 016116.
  - 2. If wet-applied, have lower VOC content, as defined in Section 016116.
  - 3. Have a published GreenScreen Chemical Hazard Analysis.
- D. Provide interchangeable components of the same manufacture for components being replaced.
- E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

#### **2.02 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 LIMITATIONS**

- A. See Section 012500 - Substitution Procedures.

### **3.02 OWNER-SUPPLIED PRODUCTS**

- A. See Section 011000 - Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
  - 1. Review Owner reviewed shop drawings, product data, and samples.
  - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 3. Handle, store, install and finish products.
  - 4. Repair or replace items damaged after receipt.

### **3.03 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.

### **3.04 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. 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 017000  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 011000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 078400 - Firestopping.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and products to be used.
    - e. Alternatives to cutting and patching.
    - f. Effect on work of Owner or separate Contractor.
    - g. Written permission of affected separate Contractor.
    - h. Date and time work will be executed.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.04 QUALIFICATIONS**

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

**1.05 PROJECT CONDITIONS**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
  - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
  - 2. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.
- D. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
  - 1. Pest Control Service: Weekly treatments.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

## **1.06 COORDINATION**

- A. See Section 011000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After 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 016000 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

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

### **3.02 PREPARATION**

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

### **3.03 PREINSTALLATION MEETINGS**

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

### **3.04 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  1. Grid or axis for structures.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

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

### 3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, and Electrical): 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.

### 3.07 CUTTING AND PATCHING

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

- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, 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.

### **3.08 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.

### **3.09 PROTECTION OF INSTALLED WORK**

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



### **3.10 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.

### **3.11 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's personnel.

### **3.12 ADJUSTING**

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

### **3.13 FINAL CLEANING**

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

### **3.14 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect'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 Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

### **3.15 MAINTENANCE**

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

**END OF SECTION**

**SECTION 017800  
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. Individual Product Sections: Specific requirements for operation and maintenance data.
- B. Individual Product Sections: Warranties required for specific products or Work.

**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. Manufacturer's name and product model and number.
  - 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 MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide

recommendations for inspections, maintenance, and repair.

- D. Additional information as specified in individual product specification sections.
- E. 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.

#### **2.04 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. Provide control diagrams by controls manufacturer as installed.
- J. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- K. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- L. Additional Requirements: As specified in individual product specification sections.

#### **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. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- F. 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 024100 DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Building demolition excluding removal of hazardous materials and toxic substances.
- B. Selective demolition of building elements for alteration purposes.

#### **1.02 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2019.

#### **1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
  - 1. Areas for temporary construction and field offices.
  - 2. Areas for temporary and permanent placement of removed materials.

### **PART 3 EXECUTION**

#### **2.01 SCOPE**

- A. Remove portions of existing buildings in the following sequence:
  - 1. Screen wall.
  - 2. Mechanical Units.
  - 3. Mechanical Platform.
- B. Remove other items indicated, for recycling.

#### **2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permit.
  - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.

#### **2.03 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

- E. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

#### **2.04 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC and Electrical): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- 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.
  - 4. Patch as specified for patching new work.

#### **2.05 DEBRIS AND WASTE REMOVAL**

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

**END OF SECTION**

**SECTION 230100  
GENERAL MECHANICAL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Work under Division 23 shall include furnishing of all labor, accessories, tools, equipment and material required to completely execute installation of the entire heating, ventilating and air conditioning systems, plumbing systems and fire protection systems as shown on the drawings and as specified. Work shall include but not be limited to the furnishing, unloading, handling distribution, setting, supporting and installation of all components required for the mechanical systems.
- B. Drawings shall not be scaled. Refer to architectural and structural drawings for building construction and dimensions and to room finish schedule on architectural drawings for material, finish and construction method of walls, floor and ceiling in order to insure proper rough-in and installation of work.

**1.02 REFERENCES**

- A. FM P7825 - Approval Guide; Factory Mutual.
- B. NEMA MG 1 - Motors and Generators.
- C. NFPA 70 - National Electrical Code.
- D. SSPC-Paint 15 - Steel Joist Shop Paint; Steel Structures Painting Council.
- E. ASME American Society of Mechanical Engineers
- F. ASTM American Society for Testing Materials
- G. NEMA National Electrical Manufacturers Association
- H. NFPA National Fire Protection Association
- I. OSHA Occupational Safety and Health Act
- J. SMACNA Sheet Metal and Air Conditioning Contractors National Association, Inc.
- K. IBC International Building Code
- L. IMC International Mechanical Code
- M. IPC International Plumbing Code
- N. IFC International Fire Code

**1.03 INTERPRETATION OF CONTRACT DOCUMENTS:**

- A. Except where modified by a specific notation to the contrary, it shall be understood that the indication and/or description of any item, in the drawings or specifications or both, carries with it the instruction to furnish and install the item, regardless of whether or not this instruction is explicitly stated as part of the indication or description.
- B. It shall be understood that the specifications and drawings are complimentary and are to be taken together for a complete interpretation of the work.
- C. No exclusions from, or limitations in, the language used in the drawings or specifications shall be interpreted as meaning that the appurtenances or accessories necessary to complete any required system or item of equipment are to be omitted
- D. The drawings of necessity utilize symbols and schematic diagrams to indicate various items of work. Neither of these have any dimensional significance nor do they delineate every item required for the intended installations. The work shall be installed in accordance with the diagrammatic intent expressed on the drawings, and in conformity with the dimensions indicated on final architectural and structural working drawings and on equipment shop drawings.
- E. No interpretation shall be made from the limitations of symbols and diagrams that any elements necessary for complete work are excluded.
- F. Certain details appear on the drawings which are specific with regard to the dimensioning and positioning of the work. These details are intended only for the purpose of establishing general feasibility. They do not obviate field coordination for the intended work.

- G. Information as to the general construction shall be derived from structural and architectural drawings and specifications only.
- H. The use of words in the singular shall not be considered as limiting where other indications denote that more than one item is referred to.

#### **1.04 PERFORMANCE REQUIREMENTS**

- A. Work shall be installed to conform with any City or State law, regulation, code, ordinance, ruling or Fire Underwriters requirement applicable to this class of work.
- B. All installations for construction purposes shall conform with the Department of Labor "Safety and Health Regulations for Construction".
- C. All equipment with electrical components shall bear the UL label.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS AND MANUFACTURERS:**

- A. Equipment and materials installed under this contract shall be new and without blemish or defect.
- B. Each major component of equipment shall have the manufacturer's name, address, model number and rating on a plate securely affixed in a conspicuous place. The nameplate of a distributing agent will not be acceptable. ASME Code Ratings, UL label, or other data which is die-stamped into the surface of the equipment shall be stamped in a location easily visible.
- C. In all cases the contractor shall be completely responsible for changes in dimension of other than first named manufacturer equipment, electrical changes, etc. required for proper function and final performance. Item shall comply with all requirements herein set forth and as required to perform as designed.

#### **2.02 ELECTRICAL EQUIPMENT**

- A. In general motor starters and adjustable frequency drives are furnished under Division 26. However, if integral controls and electrical components are specified with the equipment and are factory installed, they shall be furnished under Division 23. Refer to the specific equipment specifications to determine if included under Division 23.
- B. Within 60 days of award of contract, the person responsible for work in this division shall verify that the appropriate number of contacts have been provided in the starters or drives and if a control power transformer is required.
- C. If additional devices are required, it is the responsibility of this Division to coordinate and provide the devices required to control the equipment as specified within the starters, adjustable frequency drives and motor control centers provided under Division 23.

#### **2.03 SPECIFIED MATERIALS:**

- A. Throughout the drawings and specifications, equipment and systems have been selected and are referenced by name, manufacturer, model number, etc. These references are not intended to limit competition. Products by other listed manufacturers will be acceptable.
- B. If a listed manufacturer other than the basis of design is used, it is the contractor's responsibility for changes in dimension, structural, electrical changes, etc. required for proper installation, function and final performance.

#### **2.04 SUBSTITUTION OF SPECIFIED MATERIALS:**

- A. Throughout the drawings and specifications, equipment and systems have been selected and are referenced by name, manufacturer, model number, etc. These references are not intended to limit competition and in most cases materials and methods of construction equal to that specified will be accepted provided prior approval of any substitute item is obtained from the Architect/Engineer. Only products by the listed manufacturers will be acceptable. Contractors and other manufacturers may submit requests to be listed as an acceptable manufacturer on the specified item by submitting documentation in accordance with the requirements. All bidders will be notified by addendum of any approved substitutions. Under no circumstances will any substitutes be accepted after that date; and any item installed on the job which has not been approved in accordance with the noted procedure shall be removed and replaced with the appropriate approved item at the contractor's expense.



- B. In all cases the contractor shall be completely responsible for changes in dimension of other than first named manufacturer equipment, electrical changes, etc. required for proper function and final performance. Item shall comply with all requirements herein set forth and as required to perform as designed.

### **PART 3 EXECUTION**

#### **3.01 PROTECTION OF EQUIPMENT:**

- A. Protect all materials and equipment from damage during storage at the site and throughout the construction period.
- B. Protection from damage from rain, dirt, sun and ground water shall be accomplished by storing the equipment on elevated supports and covering them on all sides with protective rigid or flexible water proof coverings securely fastened.
- C. Piping shall be protected by storing it on elevated supports and capping the ends with suitable material to prevent dirt accumulation in the piping.

#### **3.02 COORDINATION OF WORK**

- A. All work shall be coordinated to avoid conflict with other contractors.
- B. The contractor shall be responsible for checking to insure that the equipment to be installed will fit in the space shown on the drawings. If there is a conflict, the contractor shall notify the Engineer before bid. By submitting a bid the contractor assures that the equipment to be installed will fit or that provisions have been included in the bid to move the equipment to a location where it can be installed without conflict.
- C. The Contractor shall review and coordinate the casework and millwork shop drawings to determine the location of sinks, range hoods, refrigerators, lab equipment, etc., and rough-in and install any and all items shown on the plans.

#### **3.03 CONTIGUOUS WORK:**

- A. If any part of the Contractor's work is dependent for its proper execution or for its subsequent efficiency or appearance on the character or conditions of contiguous work not executed by him, this contractor shall examine and measure such contiguous work and report to the Architect in writing any imperfection therein, or conditions that render it unsuitable for the reception of this work. Should the contractor proceed without making such written report, he shall be held to have accepted such work and the existing conditions and he shall be responsible.

#### **3.04 CERTIFICATES OF INSPECTION AND APPROVAL:**

- A. Upon completion of work, furnish to the Owner certificates of inspection or approval from the authorities having jurisdiction if certificates of inspection or approval are required by law or regulation.

#### **3.05 SLEEVES AND OPENINGS:**

- A. Furnish, locate, install, and fireproof all sleeves and openings required for installation of the work.

#### **3.06 ACCESS TO EQUIPMENT AND VALVES:**

- A. Should any work, such as piping, ducts, conduit, etc. be installed without due regard to the accessibility of devices installed by other contractors, the installation shall be relocated, offset or rerouted without cost to the Owner.

#### **3.07 CUTTING AND PATCHING:**

- A. Perform all cutting and patching required for installation of the work.

#### **3.08 PROJECT CLOSEOUT:**

- A. Maintenance Manuals: At the end of construction, furnish to the Architect three (3) bound and indexed sets of maintenance and operating instructions, parts lists, electrical wiring diagrams, balance data, and manufacturer's literature sufficient for operation and complete maintenance of all equipment by the Owner.
- B. Approved submittals and shop drawings may be included in the Maintenance Manuals instead of being separately furnished, if desired.

- C. It is intended that the documentation provided in maintenance manuals, along with as-built drawings, shall be complete and detailed enough to permit and facilitate troubleshooting, engineering analysis, and design work for future changes, without extensive field investigations and testing. Manuals shall be prepared so as to explain system operation and equipment to those not acquainted with the job.
- D. Manuals shall be durably bound and clearly identified on the front cover (and on the spine of thick volumes). Identification shall include the building or project name, applicable trade (such as HVAC, Plumbing, Fire Protection, etc.), approximate date of completion (month and year) and contractor's name.
- E. Manuals shall be organized into well defined and easy to locate sections, with index tabs or separators to divide the sections. A complete table of contents shall be provided at the front indicating the section or page number for each system, subsystem, or supplier/manufacturer.
- F. Manuals shall include complete information and diagrams on all controls, indicators, sensors, and signal sources. Control diagrams are to show the locations of components and major equipment by room number or other identification when room numbers are not applicable. Locations of out-of-sight components, such as duct mounted sensors, flow switches, etc. should be clearly indicated. Control diagrams must include identification of components by make and model number, operating ranges, recommended set points, reset schedules, and other job-specific data useful for troubleshooting, calibration and maintenance. Complete narrative descriptions of operating sequences of control systems and subsystems shall be included on the prints adjacent to the corresponding schematics. Catalog data and cuts shall be clearly marked to indicate model numbers, sizes, capacities, operating points, and other characteristics of each item used. This should include accessories or special features provided. Where various sizes or variations of a series or model are used, documents should clearly show which are used where. Where quantities are appropriate, schedule of usage should be provided. Maintenance literature shall include complete information for identifying and ordering replacement parts, such as illustrated parts breakdowns.
- G. Maintenance manuals must include complete balance data on all systems.

### **3.09 SPARE FILTERS:**

- A. Spare filters shall be delivered to Owner's representative.

### **3.10 WARRANTIES:**

- A. This Contractor warrants the mechanical systems to be free of defects in materials and workmanship for a period of one year after date of final payment. The effective dates of this warranty apply to all components of the mechanical systems regardless of any equipment manufacturer's warranties which may expire at an earlier date. Any system malfunctions, or any previously undiscovered non-compliance with the plans and specifications, during the warranty period shall be repaired at no cost to the Owner.
- B. Deliver to Owner all warranties, guarantees, etc. and obtain written receipts.

**END OF SECTION**

**SECTION 230513  
COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General construction and requirements.

**1.02 RELATED REQUIREMENTS**

- A. Section 260583 - Wiring Connections: Electrical characteristics and wiring connections.

**1.03 REFERENCE STANDARDS**

- A. ABMA STD 9 - Load Ratings and Fatigue Life for Ball Bearings 2015.
- B. NEMA MG 1 - Motors and Generators 2018.
- C. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide wiring diagrams with electrical characteristics and connection requirements.
- C. Test Reports: Indicate test results verifying nominal efficiency and power factor for three phase motors larger than 1/2 horsepower.
- D. Manufacturer's Installation Instructions: Indicate setting, mechanical connections, lubrication, and wiring instructions.
- E. Operation Data: Include instructions for safe operating procedures.
- F. Maintenance Data: Include assembly drawings, bearing data including replacement sizes, and lubrication instructions.

**1.05 QUALITY ASSURANCE**

- A. Comply with NFPA 70.
- 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 motors stored on site from weather and moisture by maintaining factory covers and suitable weather-proof covering. For extended outdoor storage, remove motors from equipment and store separately.

**PART 2 PRODUCTS**

**2.01 GENERAL CONSTRUCTION AND REQUIREMENTS**

- A. Electrical Service: Refer to Section 260583 for required electrical characteristics.
- B. Construction:
  - 1. Open drip-proof type except where specifically noted otherwise.
  - 2. Design for continuous operation in 104 degrees F environment.
  - 3. Design for temperature rise in accordance with NEMA MG 1 limits for insulation class, service factor, and motor enclosure type.
  - 4. Motors with frame sizes 254T and larger: Energy efficient type.
- C. Visible Nameplate: Indicating motor horsepower, voltage, phase, cycles, RPM, full load amps, locked rotor amps, frame size, manufacturer's name and model number, service factor, power factor, efficiency.
- D. Wiring Terminations:
  - 1. Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70, threaded for conduit.
  - 2. For fractional horsepower motors where connection is made directly, provide threaded conduit connection in end frame.

**PART 3 EXECUTION**

### **3.01 INSTALLATION**

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

### **3.02 SCHEDULE**

- A. Three Phase - Energy Efficient, Open Drip-Proof Performance:
  - 1. 1800 rpm.
    - a. 25 hp:
      - 1) NEMA Frame: 284T.
      - 2) Minimum Percent Power Factor: 85.
      - 3) Minimum Percent Efficiency: 91.

**END OF SECTION**

**SECTION 230517  
SLEEVES AND SLEEVE SEALS FOR HVAC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Pipe sleeves.
- B. Manufactured sleeve-seal systems.

**1.02 RELATED REQUIREMENTS**

- A. Section 230523 - General-Duty Valves for HVAC Piping.
- B. Section 230553 - Identification for HVAC Piping and Equipment: Piping identification.
- C. Section 230719 - HVAC Piping Insulation.

**1.03 REFERENCE STANDARDS**

- A. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type) 2016.
- B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems 2013a (Reapproved 2017).

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

**1.05 QUALITY ASSURANCE**

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

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store sleeve and sleeve seals in shipping containers, with labeling in place.
- B. Provide temporary protective coating on cast iron and steel sleeves if shipped loose.

**PART 2 PRODUCTS**

**2.01 PIPE SLEEVES**

- A. Plastic or Sheet Metal: Pipe passing through interior walls, partitions, and floors, unless steel or brass sleeves are specified below.
- B. Clearances:
  - 1. Provide allowance for insulated piping.
  - 2. Wall, Floor, Floor, Partitions, and Beam Flanges: 1 inch greater than external; pipe diameter.
  - 3. All Rated Openings: Caulked tight with fire stopping material in compliance with ASTM E814 in accordance with Section 078400 to prevent the spread of fire, smoke, and gases.

**2.02 MANUFACTURED SLEEVE-SEAL SYSTEMS**

- A. Modular/Mechanical Seal:
  - 1. Synthetic rubber interlocking links continuously fill annular space between pipe and wall/casing opening.
  - 2. Provide watertight seal between pipe and wall/casing opening.
  - 3. Elastomer element size and material in accordance with manufacturer's recommendations.
  - 4. Glass reinforced plastic pressure end plates.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- B. Install piping to conserve building space, to not interfere with use of space and other work.

- C. Install piping and pipe sleeves to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- D. Provide sleeves when penetrating walls and partitions. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
  - 1. All Rated Openings: Caulk tight with fire stopping material in compliance with ASTM E814 in accordance with Section 078400 to prevent the spread of fire, smoke, and gases.
  - 2. Caulk exterior wall sleeves watertight with lead and oakum or mechanically expandable chloroprene inserts with mastic-sealed components.
- E. Manufactured Sleeve-Seal Systems:
  - 1. Install manufactured sleeve-seal systems in sleeves located in grade slabs and exterior concrete walls at piping entrances into building.
  - 2. Provide sealing elements of the size, quantity, and type required for the piping and sleeve inner diameter or penetration diameter.
  - 3. Locate piping in center of sleeve or penetration.
  - 4. Install field assembled sleeve-seal system components in annular space between sleeve and piping.
  - 5. Tighten bolting for a water-tight seal.
  - 6. Install in accordance with manufacturer's recommendations.
- F. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

### **3.02 CLEANING**

- A. Upon completion of work, clean all parts of the installation.
- B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

**END OF SECTION**

**SECTION 230519  
METERS AND GAUGES FOR HVAC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Pressure gauges and pressure gauge taps.
- B. Thermometers and thermometer wells.

**1.02 RELATED REQUIREMENTS**

- A. Section 230923 - Direct-Digital Control System for HVAC.
- B. Section 232113 - Hydronic Piping.

**1.03 REFERENCE STANDARDS**

- A. ASME B40.100 - Pressure Gauges and Gauge Attachments 2013.
- B. ASTM E1 - Standard Specification for ASTM Liquid-in-Glass Thermometers 2014.
- C. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers 2014, with Editorial Revision (2017).
- D. UL 393 - Indicating Pressure Gauges for Fire-Protection Service Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide list that indicates use, operating range, total range and location for manufactured components.
- C. Samples: Submit two of each type of instrument specified.
- D. Project Record Documents: Record actual locations of components and instrumentation.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 016000 - Product Requirements, for additional provisions.

**PART 2 PRODUCTS**

**2.01 PRESSURE GAUGES**

- A. Manufacturers:
  - 1. Dwyer Instruments, Inc: [www.dwyer-inst.com/#sle](http://www.dwyer-inst.com/#sle).
  - 2. Moeller Instrument Company, Inc: [www.moellerinstrument.com/#sle](http://www.moellerinstrument.com/#sle).
  - 3. Omega Engineering, Inc: [www.omega.com/#sle](http://www.omega.com/#sle).
- B. Pressure Gauges: ASME B40.100, UL 393 drawn steel case, phosphor bronze bourdon tube, rotary brass movement, brass socket, with front recalibration adjustment, black scale on white background.
  - 1. Case: Steel with brass bourdon tube.
  - 2. Size: 4-1/2 inch diameter.
  - 3. Mid-Scale Accuracy: One percent.
  - 4. Scale: Psi.

**2.02 PRESSURE GAUGE TAPPINGS**

- A. Gauge Cock: Tee or lever handle, brass for maximum 150 psi.

**2.03 STEM TYPE THERMOMETERS**

- A. Manufacturers:
  - 1. Dwyer Instruments, Inc: [www.dwyer-inst.com/#sle](http://www.dwyer-inst.com/#sle).
  - 2. Omega Engineering, Inc: [www.omega.com/#sle](http://www.omega.com/#sle).
  - 3. Weksler Glass Thermometer Corp: [www.wekslerglass.com/#sle](http://www.wekslerglass.com/#sle).
- B. Thermometers - Fixed Mounting: Red- or blue-appearing non-toxic liquid in glass; ASTM E1; lens front tube, cast aluminum case with enamel finish.
  - 1. Size: 9 inch scale.
  - 2. Window: Clear Lexan.
  - 3. Accuracy: 2 percent, per ASTM E77.
  - 4. Calibration: Degrees F.

## **2.04 THERMOMETER SUPPORTS**

- A. Socket: Brass separable sockets for thermometer stems with or without extensions as required, and with cap and chain.
- B. Flange: 3 inch outside diameter reversible flange, designed to fasten to sheet metal air ducts, with brass perforated stem.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Provide one pressure gauge per pump, installing taps before strainers and on suction and discharge of pump. Pipe to gauge.
- C. Install thermometer sockets adjacent to controls system thermostat, transmitter, or sensor sockets. Refer to Section 230943. Where thermometers are provided on local panels, duct or pipe mounted thermometers are not required.
- D. Locate duct mounted thermometers minimum 10 feet downstream of mixing dampers, coils, or other devices causing air turbulence.
- E. Coil and conceal excess capillary on remote element instruments.
- F. Install gauges and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.

### **3.02 SCHEDULE**

- A. Pressure Gauge Tappings, Location:
  - 1. Control valves 3/4 inch & larger - inlets and outlets.
  - 2. Chiller - inlets and outlets.
- B. Stem Type Thermometers, Location:
  - 1. Chiller - inlets and outlets
- C. Thermometer Sockets, Location:
  - 1. Control valves 1 inch & larger - inlets and outlets.

**END OF SECTION**



**SECTION 230523  
GENERAL-DUTY VALVES FOR HVAC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Applications.
- B. General requirements.
- C. Ball valves.
- D. Butterfly valves.

**1.02 RELATED REQUIREMENTS**

- A. Section 078400 - Firestopping.
- B. Section 230548 - Vibration and Seismic Controls for HVAC.
- C. Section 230553 - Identification for HVAC Piping and Equipment.
- D. Section 230719 - HVAC Piping Insulation.
- E. Section 232113 - Hydronic Piping.

**1.03 ABBREVIATIONS AND ACRONYMS**

- A. CWP: Cold working pressure.
- B. EPDM: Ethylene propylene copolymer rubber.
- C. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.
- D. NRS: Nonrising stem.
- E. OS&Y: Outside screw and yoke.
- F. PTFE: Polytetrafluoroethylene.
- G. RS: Rising stem.
- H. SWP: Steam working pressure.
- I. TFE: Tetrafluoroethylene.

**1.04 REFERENCE STANDARDS**

- A. ASME B1.20.1 - Pipe Threads, General Purpose (Inch) 2013 (Reaffirmed 2018).
- B. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250 2020.
- C. ASME B16.5 - Pipe Flanges and Flanged Fittings NPS 1/2 Through NPS 24 Metric/Inch Standard 2017.
- D. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings 2018.
- E. ASME B31.9 - Building Services Piping 2020.
- F. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings 2004 (Reapproved 2019).
- G. ASTM A536 - Standard Specification for Ductile Iron Castings 1984 (Reapproved 2014).
- H. MSS SP-67 - Butterfly Valves 2017.
- I. MSS SP-72 - Ball Valves with Flanged or Butt-Welding Ends for General Service 2010a.
- J. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends 2010.

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on valves including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
- C. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

- D. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, maintenance and repair data, and parts listings.
- E. Maintenance Materials: Furnish Owner with one wrench for every five plug valves, in each size of square plug valve head.
  - 1. See Section 016000 - Product Requirements, for additional provisions.

## 1.06 QUALITY ASSURANCE

- A. Manufacturer:
  - 1. Obtain valves for each valve type from single manufacturer.
  - 2. Company must specialize in manufacturing products specified in this section, with not less than three years of documented experience.

## 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Minimize exposure of operable surfaces by setting plug and ball valves to open position.
  - 2. Protect valve parts exposed to piped medium against rust and corrosion.
  - 3. Protect valve piping connections such as grooves, weld ends, threads, and flange faces.
  - 4. Adjust globe, gate, and angle valves to the closed position to avoid clattering.
  - 5. Secure check valves in either the closed position or open position.
  - 6. Adjust butterfly valves to closed or partially closed position.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection and protect flanges and specialties from dirt.
    - a. Provide temporary inlet and outlet caps.
    - b. Maintain caps in place until installation.
  - 2. Store valves in shipping containers and maintain in place until installation.
    - a. Store valves indoors in dry environment.
    - b. Store valves off the ground in watertight enclosures when indoor storage is not an option.
- C. Exercise the following precautions for handling:
  - 1. Handle large valves with sling, modified to avoid damage to exposed parts.
  - 2. Avoid the use of operating handles or stems as rigging or lifting points.

## PART 2 PRODUCTS

### 2.01 APPLICATIONS

- A. See drawings for specific valve locations.
- B. Provide the following valves for the applications if not indicated on drawings:
  - 1. Throttling (Hydronic): Butterfly and Ball.
  - 2. Isolation (Shutoff): Butterfly and Ball.
- C. Chilled Water Valves:
  - 1. 2 NPS and Smaller, Brass and Bronze Valves:
    - a. Threaded ends.
    - b. Ball: Full port, one piece, brass trim.
  - 2. 2-1/2 NPS and Larger, Iron Valves:
    - a. 2-1/2 NPS to 4 NPS: Threaded ends.
    - b. Ball: 2-1/2 NPS to 10 NPS, Class 150.
    - c. Single-Flange Butterfly: 2-1/2 NPS to 12 NPS, aluminum-bronze disc, EPDM seat, 200 CWP.

### 2.02 GENERAL REQUIREMENTS

- A. Valve Pressure and Temperature Ratings: No less than rating indicated; as required for system pressures and temperatures.
- B. Valve Sizes: Match upstream piping unless otherwise indicated.
- C. Valve Actuator Types:
  - 1. Hand Lever: Quarter-turn valves 6 NPS and smaller.
- D. Valves in Insulated Piping: Provide 2 NPS stem extensions and the following features:

1. Ball Valves: Extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.
  2. Butterfly Valves: Extended neck.
- E. Memory Stops: Fully adjustable after insulation is installed.
- F. Valve-End Connections:
1. Threaded End Valves: ASME B1.20.1.
  2. Flanges on Iron Valves: ASME B16.1 for flanges on iron valves.
  3. Pipe Flanges and Flanged Fittings 1/2 NPS through 24 NPS: ASME B16.5.
  4. Solder Joint Connections: ASME B16.18.
- G. General ASME Compliance:
1. Building Services Piping Valves: ASME B31.9.

### **2.03 BRASS BALL VALVES**

- A. Two Piece, Full Port and Standard Port with Stainless Steel Trim:
1. Comply with MSS SP-110.
  2. SWP Rating: 150 psig.
  3. CWP Rating: 600 psig.
  4. Body: Forged brass.
  5. Ends: Threaded.
  6. Seats: PTFE, TFE, or PTFE or TFE.
  7. Stem: Stainless Steel.
  8. Ball: Chrome-plated brass.

### **2.04 BRONZE BALL VALVES**

- A. Two Piece, Standard Port and Full Port with Bronze or Brass Trim:
1. Comply with MSS SP-110.
  2. SWP Rating: 150 psig.
  3. CWP Rating: 600 psig.
  4. Body: Bronze.
  5. Ends: Threaded.
  6. Seats: PTFE .
  7. Stem: Bronze or brass.
  8. Ball: Chrome plated brass.

### **2.05 IRON BALL VALVES**

- A. Split Body, Full Port:
1. Comply with MSS SP-72.
  2. CWP Rating: 200 psig.
  3. Body: ASTM A126, gray iron.
  4. Ends: Flanged.
  5. Seats: PTFE.
  6. Stem: Stainless steel.
  7. Ball: Stainless steel.

### **2.06 IRON, SINGLE FLANGE BUTTERFLY VALVES**

- A. Lug type: Bi-directional dead end service without downstream flange.
1. Comply with MSS SP-67, Type I.
  2. CWP Rating: 150 psig.
  3. Body Material: ASTM A126 cast iron or ASTM A536 ductile iron.
  4. Stem: One or two-piece stainless steel.
  5. Seat: NBR.
  6. Disc: Coated ductile iron.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Discard all packing materials and verify that valve interior, including threads and flanges are completely clean without signs of damage or degradation that could result in leakage.
- B. Verify valve parts to be fully operational in all positions from closed to fully open.

- C. Confirm gasket material to be suitable for the service, to be of correct size, and without defects that could compromise effectiveness.
- D. Should valve is determined to be defective, replace with new valve.

### **3.02 INSTALLATION**

- A. Provide unions or flanges with valves to facilitate equipment removal and maintenance while maintaining system operation and full accessibility for servicing.
- B. Provide separate valve support as required and locate valve with stem at or above center of piping, maintaining unimpeded stem movement.

**END OF SECTION**

**SECTION 230529  
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Support and attachment components for equipment, piping, and other HVAC/hydronic work.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Concrete equipment pads.

**1.03 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- C. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General - Purpose Piping 2014 (Reapproved 2020).
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2014.
- E. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings 1999, with Editorial Revision (2018).
- F. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2019.
- G. MFMA-4 - Metal Framing Standards Publication 2004.
- H. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation 2018.
- I. NFPA 101 - Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
  - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
  - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 5. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 033000.

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems and thermal insulated pipe supports.
- C. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.
  - 1. Application of protective inserts, saddles, and shields at pipe hangers for each type of insulation and hanger.
- D. Installer's Qualifications: Include evidence of compliance with specified requirements.
- E. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

## 1.06 QUALITY ASSURANCE

- A. Comply with applicable building code.

## 1.07 DELIVERY, STORAGE, AND HANDLING

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

## PART 2 PRODUCTS

### 2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of work.
  - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 4. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
  - 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
    - b. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    - c. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - 1. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Ferguson Enterprises Inc: [www.fnw.com/#sle](http://www.fnw.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Unistrut, a brand of Atkore International Inc: [www.unistrut.com/#sle](http://www.unistrut.com/#sle).
    - e. Source Limitations: Furnish channels (struts) and associated fittings, accessories, and hardware produced by a single manufacturer.
  - 2. Provide factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - 3. Comply with MFMA-4.
  - 4. Channel Material:
    - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
  - 5. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
  - 6. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
- C. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
  - 1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Equipment Supports: 1/2 inch diameter.
    - b. Piping up to 1 inch (27 mm) nominal: 1/4 inch diameter.
    - c. Piping larger than 1 inch (27 mm) nominal: 3/8 inch diameter.
    - d. Trapeze Support for Multiple Pipes: 3/8 inch diameter.
- D. Beam Clamps: MSS SP-58 Types 19 through 23, 25 or 27 through 30 based on required load.
  - 1. Material: ASTM A36/A36M carbon steel or ASTM A181/A181M forged steel.
  - 2. Provide clamps with hardened steel cup-point set screws and lock-nuts for anchoring in place.
- E. Strut Clamps: Two-piece pipe clamp.
  - 1. Manufacturers:

- a. Source Limitations: Furnish channels (struts) and associated fittings, accessories, and hardware produced by a single manufacturer.
- F. Pipe Hangers: For a given pipe run use hangers of the same type and material.
  - 1. Material: Malleable iron, ASTM A47/A47M; or carbon steel, ASTM A36/A36M.
  - 2. Provide coated or plated hangers to isolate steel hangers from dissimilar metal tube or pipe.
- G. Dielectric Barriers: Provide between metallic supports and metallic piping and associated items of dissimilar type; acceptable dielectric barriers include rubber or plastic sheets or coatings attached securely to pipe or item.
- H. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
  - 2. Hollow Masonry: Use toggle bolts.
  - 3. Hollow Stud Walls: Use toggle bolts.
  - 4. Steel: Use beam clamps, machine bolts, or welded threaded studs.
  - 5. Sheet Metal: Use sheet metal screws.
  - 6. Plastic and lead anchors are not permitted.
  - 7. Hammer-driven anchors and fasteners are not permitted.
  - 8. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
    - a. Comply with MFMA-4.
    - b. Channel Material: Use galvanized steel.
    - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.
- C. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- G. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

**END OF SECTION**

**SECTION 230533  
HEAT TRACING FOR HVAC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Self-regulating parallel resistance electric heating cable.

**1.02 RELATED REQUIREMENTS**

- A. Section 230553 - Identification for HVAC Piping and Equipment.
- B. Section 230719 - HVAC Piping Insulation.
- C. Section 232113 - Hydronic Piping.

**1.03 REFERENCE STANDARDS**

- A. IEEE 515.1 - IEEE Standard for the Testing, Design, Installation, and Maintenance of Electrical Resistance Trace Heating for Commercial Applications 2012.
- B. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for electric heat tracing.
- C. Shop Drawings: Indicate electric heat tracing layout, electrical terminations, thermostats, controls, and branch circuit connections.
- D. Manufacturer's Installation Instructions: Indicate installation instructions and recommendations.
- E. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions of equipment and controls, maintenance and repair data, and parts listings.
- F. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

**1.05 QUALITY ASSURANCE**

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

**PART 2 PRODUCTS**

**2.01 SELF-REGULATING PARALLEL RESISTANCE ELECTRIC HEATING CABLE**

- A. Manufacturers:
  - 1. Chromalox, Inc: [www.chromalox.com/#sle](http://www.chromalox.com/#sle).
  - 2. Pentair: [www.pentairthermal.com/#sle](http://www.pentairthermal.com/#sle).
  - 3. Thermon Manufacturing Company: [www.thermon.com/#sle](http://www.thermon.com/#sle).
- B. Provide products listed, classified, and labeled by UL (DIR), ITS (DIR), or testing firm acceptable to authorities having jurisdiction (AHJ).
- C. Factory Rating and Testing: Comply with IEEE 515.1.
- D. Heating Element:
  - 1. Provide pair of parallel No. 16 tinned or nickel coated stranded copper bus wires embedded in cross linked conductive polymer core with varying heat output in response to temperature along its length.
  - 2. Terminations: Waterproof, factory assembled, non-heating leads with connector at one end and water-tight seal at opposite end.
  - 3. Capable of crossing over itself without overheating.
- E. Insulated Jacket: Flame retardant polyolefin.
- F. Cable Cover: Provide tinned copper and polyolefin outer jacket with UV inhibitor.
- G. Maximum Power-On Operating Temperature: 150 degrees F.



- H. Maximum Power-Off Exposure Temperature: 185 degrees F.
- I. Electrical Characteristics:
  - 1. 5.0 W/lineal ft.
  - 2. 277 volts, single phase, 60 Hz.

## **2.02 ACCESSORIES**

- A. Provide Accessories As Indicated or As Required for Complete Installation, Including but Not Limited To:
  - 1. High temperature, glass filament tape for attachment of heating cable to metal piping.
  - 2. Heat-conductive putty.
  - 3. Cable ties.
  - 4. Silicone end seals and splice kits.
  - 5. Installation clips.
  - 6. Warning labels for attachment to exterior of piping insulation. Refer to Section 230553.

## **2.03 CONTROLS**

- A. Pipe Mounted Thermostats:
  - 1. Remote bulb unit with adjustable temperature range from 30 to 50 degrees F.
  - 2. Snap-action, open-on-rise, single pole switch with minimum current rating adequate for the connected cable.
  - 3. Remote bulb on capillary, resistance temperature device (RTD) or thermistor for direct sensing of pipe wall temperature.
  - 4. Control Enclosure: Corrosion resistant and waterproof.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's recommendations.
- B. Comply with installation requirements of IEEE 515.1 and NFPA 70, Article 427.
- C. Apply heating cable linearly on pipe with fiberglass tape only after piping has successfully completed any required pressure testing.
- D. Comply with all national and local code requirements.
- E. Identification:
  - 1. After thermal insulation installation, apply external pipeline decals to indicate presence of the thermal insulation cladding at intervals not to exceed 20 ft including cladding over each valve or other equipment that may require maintenance.

**END OF SECTION**

**SECTION 230548  
VIBRATION AND SEISMIC CONTROLS FOR HVAC**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Vibration isolation requirements.
- B. Seismic control requirements.
  - 1. Includes requirements for seismic qualification of equipment not specified in this section.
- C. Vibration-isolated equipment support bases.
- D. Vibration isolators.
- E. Seismic restraint systems.

**1.02 RELATED REQUIREMENTS**

- A. Section 014533 - Code-Required Special Inspections and Procedures.
- B. Section 230529 - Hangers and Supports for HVAC Piping and Equipment.

**1.03 DEFINITIONS**

- A. HVAC Component: Where referenced in this section in regards to seismic controls, applies to any portion of the HVAC system subject to seismic evaluation in accordance with applicable codes, including distributed systems (e.g. ductwork, piping).
- B. Seismic Restraint: Structural members or assemblies of members or manufactured elements specifically designed and applied for transmitting seismic forces between components and the seismic force-resisting system of the structure.

**1.04 REFERENCE STANDARDS**

- A. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASCE 19 - Structural Applications of Steel Cables for Buildings 2016.
- C. ASHRAE (HVACA) - ASHRAE Handbook - HVAC Applications Most Recent Edition Cited by Referring Code or Reference Standard.
- D. FEMA 412 - Installing Seismic Restraints for Mechanical Equipment 2002.
- E. FEMA 413 - Installing Seismic Restraints for Electrical Equipment 2004.
- F. FEMA 414 - Installing Seismic Restraints for Duct and Pipe 2004.
- G. FEMA E-74 - Reducing the Risks of Nonstructural Earthquake Damage 2012.
- H. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. ICC-ES AC156 - Acceptance Criteria for Seismic Certification by Shake-Table Testing of Nonstructural Components 2010, with Editorial Revision (2015).
- J. MFMA-4 - Metal Framing Standards Publication 2004.
- K. SMACNA (SRM) - Seismic Restraint Manual Guidelines for Mechanical Systems 2008.

**1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate selection and arrangement of vibration isolation and/or seismic control components with the actual equipment to be installed.
  - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
  - 4. Seismic Controls:
    - a. Coordinate the arrangement of seismic restraints with piping, conduit, equipment, and other potential conflicts installed under other sections or by others.
    - b. Coordinate the work with other trades to accommodate relative positioning of essential and non-essential components in consideration of seismic interaction.

5. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

## **1.06 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Design Documents: Prepare and submit all information required for plan review and permitting by authorities having jurisdiction, including but not limited to floor plans, details, and calculations.
- C. Product Data: Provide manufacturer's standard catalog pages and data sheets for products, including materials, fabrication details, dimensions, and finishes.
  1. Vibration Isolators: Include rated load capacities and deflections; include information on color coding or other identification method for spring element load capacities.
  2. Seismic Controls: Include seismic load capacities.
- D. Shop Drawings - Vibration Isolation Systems:
  1. Include dimensioned plan views and sections indicating proposed arrangement of vibration isolators; indicate equipment weights and static deflections.
- E. Shop Drawings - Seismic Controls:
  1. Include dimensioned plan views and sections indicating proposed HVAC component locations and distributed system routing, with locations and details of gravity supports and seismic restraints and associated attachments.
  2. Identify mounting conditions required for equipment seismic qualification.
  3. Identify anchor manufacturer, type, minimum embedment, minimum spacing, minimum member thickness, and minimum edge distance requirements.
  4. Indicate proposed arrangement of distributed system trapeze support groupings.
  5. Indicate proposed locations for distributed system flexible fittings and/or connections.
  6. Indicate locations of seismic separations where applicable.
  7. Include point load drawings indicating design loads transmitted to structure at each attachment location.
- F. Seismic Design Data:
  1. Compile information on project-specific characteristics of actual installed HVAC components necessary for determining seismic design forces required to design appropriate seismic controls, including but not limited to the following.
    - a. Component operating weight and center of gravity.
    - b. Component elevation in the building in relation to the roof elevation (z/h).
    - c. Component importance factor ( $I_p$ ).
    - d. For distributed systems, component materials and connection methods.
    - e. Component amplification factor ( $a_p$ ) and component response modification factor ( $R_p$ ), determined in accordance with ASCE 7 tables.
  2. Include structural calculations, stamped or sealed by seismic controls designer, demonstrating suitability of seismic controls for seismic design forces.
- G. Certification for seismically qualified equipment; identify basis for certification.
- H. Evaluation Reports: For products specified as requiring evaluation and recognition by a qualified evaluation service, provide current evaluation reports.
- I. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- J. Evidence of qualifications for seismic controls designer.
- K. Evidence of qualifications for manufacturer.
- L. Manufacturer's detailed field testing and inspection procedures.
- M. Field quality control test reports.

## **1.07 QUALITY ASSURANCE**

- A. Comply with applicable building code.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

- C. Seismic Controls Designer Qualifications: Registered professional engineer licensed in the State in which the Project is located and with minimum five years experience designing seismic restraints for nonstructural components.
  - 1. Designer may be employed by the manufacturer of the seismic restraint products.
- D. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

## **1.08 DELIVERY, STORAGE, AND HANDLING**

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

## **PART 2 PRODUCTS**

### **2.01 VIBRATION ISOLATION REQUIREMENTS**

- A. Design and provide vibration isolation systems to reduce vibration transmission to supporting structure from vibration-producing HVAC equipment and/or HVAC connections to vibration-isolated equipment.
- B. Comply with applicable general recommendations of ASHRAE (HVACA), where not in conflict with other specified requirements:
- C. General Requirements:
  - 1. Select vibration isolators to provide required static deflection.
  - 2. Select vibration isolators for uniform deflection based on distributed operating weight of actual installed equipment.
  - 3. Select seismic type vibration isolators to comply with seismic design requirements, including conditions of equipment seismic certification where applicable.
- D. Equipment Isolation: As indicated on drawings.
- E. Piping Isolation:
  - 1. Provide vibration isolators for piping supports:
    - a. Located in equipment rooms.
  - 2. Suspended Piping, Seismic Applications: Use seismic type resilient material isolator hangers, seismic type spring isolator hangers, or seismic type combination resilient material/spring isolator hangers.

### **2.02 SEISMIC CONTROL REQUIREMENTS**

- A. Design and provide HVAC component restraints, supports, and attachments suitable for seismic loads determined in accordance with applicable codes, as well as gravity and operating loads and other structural design considerations of the installed location. Consider wind loads for outdoor HVAC components.
- B. Seismic Design Criteria: ICC (IBC).
- C. Component Importance Factor (Ip): HVAC components essential to life safety to be assigned a component importance factor (Ip) of 1.5 as indicated or as required. This includes but is not limited to:
  - 1. HVAC components required to function for life safety purposes after an earthquake.
  - 2. HVAC components that support or otherwise contain hazardous substances.
- D. Seismic Qualification of Equipment:
  - 1. Provide special certification for HVAC equipment furnished under other sections and assigned a component importance factor (Ip) of 1.5, certifying that equipment will remain operable following a design level earthquake.
  - 2. Seismic qualification to be by shake table testing in accordance with recognized testing standard procedure, such as ICC-ES AC156, acceptable to authorities having jurisdiction.
  - 3. Notify Architect and obtain direction where mounting restrictions required by conditions of seismic certification conflict with specified requirements.
  - 4. Seismically qualified equipment to be furnished with factory-installed labels referencing certificate of compliance and associated mounting restrictions.
- E. Seismic Restraints:
  - 1. Provide seismic restraints for HVAC components except where exempt according to applicable codes and specified seismic design criteria, as approved by authorities

having jurisdiction.

2. Seismic Restraint Exemptions:

a. Exemptions for Seismic Design Category D, E, and F:

- 1) Discrete HVAC components that are positively attached to the structure where either of the following apply:
  - (a) The component weighs 400 pounds or less, has a center of mass located 4 feet or less above the adjacent floor level, flexible connections are provided between the component and associated ductwork, piping, and conduit, and the component importance factor ( $I_p$ ) is 1.0.
  - (b) The component weighs 20 pounds or less or, in the case of a distributed system, 5 pounds per foot or less.
- 2) HVAC piping with component importance factor ( $I_p$ ) of 1.0 and nominal pipe size of 3 inch or less, or with component importance factor ( $I_p$ ) of 1.5 and nominal pipe size of 1 inch or less, where flexible connections, expansion loops, or other assemblies are provided between piping and associated components, and where piping is positively attached to the structure; exemption does not apply to piping constructed of low-deformability materials (e.g. cast iron, glass, nonductile plastics).

b. Duct System Exemptions, All Seismic Design Categories:

- 1) Duct systems not designed to carry toxic, highly toxic, or flammable gases and not used for smoke control with component importance factor ( $I_p$ ) of 1.0, where flexible connections or other assemblies are provided between duct system and associated components, where duct system is positively attached to the structure, and where one of the following apply:
  - (a) Trapeze supported duct with trapeze assemblies using 3/8 inch diameter rod hangers not exceeding 12 inches in length from support point connection to the supporting structure, and the total weight supported by any single trapeze is 100 pounds or less.
  - (b) Trapeze supported duct with trapeze assemblies using 1/2 inch diameter rod hangers not exceeding 12 inches in length from support point connection to the supporting structure, and the total weight supported by any single trapeze is 200 pounds or less.
  - (c) Trapeze supported duct with trapeze assemblies using 1/2 inch diameter rod hangers not exceeding 24 inches in length from support point connection to the supporting structure, and the total weight supported by any single trapeze is 100 pounds or less.
  - (d) Hanger supported duct with individual rod hangers 3/8 inch or 1/2 inch in diameter not exceeding 12 inches in length from support point connection to the supporting structure, and the total weight supported by any single rod is 50 pounds or less.
- 2) Duct systems not designed to carry toxic, highly toxic, or flammable gases and not used for smoke control, where there are provisions to avoid impact with other ducts or mechanical components or to protect ducts in the event of such impact, and where duct system is positively attached to the structure and has a cross sectional area of less than 6 square feet and weighs 20 pounds per foot or less.

c. HVAC Piping Exemptions, All Seismic Design Categories:

- 1) HVAC piping where flexible connections, expansion loops, or other assemblies are provided between piping and associated components, where piping is positively attached to the structure, and where one of the following apply:
  - (a) Trapeze supported piping weighing less than 10 pounds per foot, where all pipes supported meet size requirements for exemption as single pipes described under specific seismic design category exemptions above.
  - (b) Trapeze supported piping with trapeze assemblies using 3/8 inch diameter rod hangers not exceeding 12 inches in length from support point connection to the supporting structure, where all pipes supported have a component importance factor ( $I_p$ ) of 1.0 and meet size requirements for exemption as single pipes described under specific seismic design category exemptions above, and where the total weight

- supported by any single trapeze is 100 pounds or less.
- (c) Trapeze supported piping with trapeze assemblies using 1/2 inch diameter rod hangers not exceeding 12 inches in length from support point connection to the supporting structure, where all pipes supported have a component importance factor ( $I_p$ ) of 1.0 and meet size requirements for exemption as single pipes described under specific seismic design category exemptions above, and where the total weight supported by any single trapeze is 200 pounds or less.
  - (d) Trapeze supported piping with trapeze assemblies using 1/2 inch diameter rod hangers not exceeding 24 inches in length from support point connection to the supporting structure, where all pipes supported have a component importance factor ( $I_p$ ) of 1.0 and meet size requirements for exemption as single pipes described under specific seismic design category exemptions above, and where the total weight supported by any single trapeze is 100 pounds or less.
  - (e) Hanger supported piping with individual rod hangers 3/8 inch or 1/2 inch in diameter not exceeding 12 inches in length from support point connection to the supporting structure, where pipe has a component importance factor ( $I_p$ ) of 1.0 and meets size requirements for exemption as single pipes described under specific seismic design category exemptions above, and where the total weight supported by any single rod is 50 pounds or less.
3. Comply with applicable general recommendations of the following, where not in conflict with applicable codes, seismic design criteria, or other specified requirements:
    - a. ASHRAE (HVACA).
    - b. FEMA 412.
    - c. FEMA 413.
    - d. FEMA 414.
    - e. FEMA E-74.
    - f. SMACNA (SRM).
  4. Seismic restraint capacities to be verified by a Nationally Recognized Testing Laboratory (NRTL) or certified by an independent third party registered professional engineer acceptable to authorities having jurisdiction.
  5. Seismic Type Vibration Isolators:
    - a. Comply with seismic design requirements, including conditions of equipment seismic certification where applicable.
  6. External Seismic Snubber Assemblies:
    - a. Provide quantity and arrangement of external seismic snubber assemblies as required to restrain equipment in all directions (both lateral and vertical).
    - b. Do not use external seismic snubber assemblies that restrain equipment only in one or more lateral directions (but not vertical) except where uplift forces are zero or are addressed by other restraints.
  7. Seismic Restraint Systems:
    - a. Except where otherwise restricted, use of either cable or rigid restraints is permitted.
    - b. Use only cable restraints to restrain vibration-isolated HVAC components, including distributed systems.
    - c. Use only one restraint system type for a given HVAC component or distributed system (e.g. ductwork, piping) run; mixing of cable and rigid restraints on a given component/run is not permitted.
    - d. Size restraint elements, including anchorage, to resist seismic loads as necessary to restrain HVAC component in all lateral directions; consider bracket geometry in anchor load calculations.
    - e. Use rod stiffener clips to attach bracing to hanger rods as required to prevent rod buckling from vertical (upward) compressive load introduced by cable or rigid restraints loaded in tension, in excess of downward tensile load due to supported HVAC component weight.
    - f. Select hanger rods and associated anchorage as required to accommodate vertical (downward) tensile load introduced by rigid restraints loaded in compression, in addition to downward tensile load due to supported HVAC

- component weight.
  - g. Clevis hangers may only be used for attachment of transverse restraints; do not use for attachment of longitudinal restraints.
  - h. Where seismic restraints are attached to clevis hangers, provide clevis bolt reinforcement accessory to prevent clevis hanger deformation.
  - i. Do not introduce lateral loads on open bar joist chords or the weak axis of beams, or loads in any direction at other than panel points unless approved by project Structural Engineer of Record.
- F. Seismic Attachments:
  1. Attachments to be bolted, welded, or otherwise positively fastened without consideration of frictional resistance produced by the effects of gravity.
  2. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) or qualified evaluation service acceptable to authorities having jurisdiction for compliance with applicable building code, and qualified for seismic applications; concrete anchors to be qualified for installation in both cracked and uncracked concrete.
  3. Do not use power-actuated fasteners.
  4. Do not use friction clips (devices that rely on mechanically applied friction to resist loads). Beam clamps may be used for supporting sustained loads where provided with restraining straps.
  5. Comply with anchor minimum embedment, minimum spacing, minimum member thickness, and minimum edge distance requirements.
  6. Concrete Housekeeping Pads:
    - a. Increase size of pad as required to comply with anchor requirements.
    - b. Provide pad reinforcement and doweling to ensure integrity of pad and connection and to provide adequate load path from pad to supporting structure.
- G. Seismic Interactions:
  1. Include provisions to prevent seismic impact between HVAC components and other structural or nonstructural components.
  2. Include provisions such that failure of a component, either essential or nonessential, does not cause the failure of an essential component.
- H. Seismic Relative Displacement Provisions:
  1. Use suitable fittings or flexible connections to accommodate:
    - a. Relative displacements at connections between components, including distributed systems (e.g. ductwork, piping); do not exceed load limits for equipment utility connections.
    - b. Relative displacements between component supports attached to dissimilar parts of structure that may move differently during an earthquake.
    - c. Design displacements at seismic separations.
    - d. Anticipated drifts between floors.

## 2.03 VIBRATION ISOLATORS

- A. General Requirements:
  1. Resilient Materials for Vibration Isolators: Oil, ozone, and oxidant resistant.
  2. Spring Elements for Spring Isolators:
    - a. Color code or otherwise identify springs to indicate load capacity.
    - b. Lateral Stability: Minimum lateral stiffness to vertical stiffness ratio of 0.8.
    - c. Designed to operate in the linear portion of their load versus deflection curve over deflection range of not less than 50 percent above specified deflection.
    - d. Designed to provide additional travel to solid of not less than 50 percent of rated deflection at rated load.
    - e. Selected to provide designed deflection of not less than 75 percent of specified deflection.
    - f. Selected to function without undue stress or overloading.
  3. Seismic Snubbing Elements for Seismic Isolators:
    - a. Air Gap: Between 0.125 inches and 0.25 inches unless otherwise indicated.
    - b. Points of Contact: Cushioned with resilient material, minimum 0.25 inch thick; capable of being visually inspected for damage and replaced.
- B. Vibration Isolators for Seismic Applications:

1. Resilient Material Isolator Mounts, Seismic:
  - a. Description: Mounting assemblies for bolting equipment to supporting structure utilizing elastomeric (e.g. neoprene, rubber) isolator material; specifically designed and rated for seismic applications with integral snubbing in all directions.
2. Restrained Spring Isolators, Seismic:
  - a. Description: Isolator assembly consisting of single or multiple free-standing, laterally stable steel spring(s) in series with elastomeric (e.g. neoprene, rubber) isolator material within a metal housing designed to prevent movement of supported equipment above an adjustable vertical limit stop; specifically designed and rated for seismic applications with integral snubbing in all directions.
  - b. Bottom Load Plate: Steel with provisions for bolting to supporting structure as required.
  - c. Furnished with integral leveling device for positioning and securing supported equipment.
  - d. Provides constant free and operating height.
3. Resilient Material Isolator Hangers, Seismic:
  - a. Description: Isolator assembly designed for installation in hanger rod suspension system utilizing elastomeric (e.g. neoprene, rubber) isolator material for the lower hanger rod connection; specifically designed and rated for seismic applications with vertical limit stop to prevent upward travel of hanger rod and cushion impact.
4. Spring Isolator Hangers, Seismic:
  - a. Description: Isolator assembly designed for installation in hanger rod suspension system utilizing single or multiple free-standing, laterally stable steel spring(s) in series with an elastomeric element for the lower hanger rod connection; specifically designed and rated for seismic applications with vertical limit stop to prevent upward travel of hanger rod and cushion impact.
  - b. Designed to accommodate misalignment of bottom hanger rod up to 30 degrees (plus/minus 15 degrees) without short circuiting of isolation.
5. Combination Resilient Material/Spring Isolator Hangers, Seismic:
  - a. Description: Isolator assembly designed for installation in hanger rod suspension system utilizing single or multiple free-standing, laterally stable steel spring(s) for the lower hanger rod connection and elastomeric (e.g. neoprene, rubber) isolator material for the upper hanger rod connection; specifically designed and rated for seismic applications with vertical limit stop to prevent upward travel of hanger rod and cushion impact.
  - b. Designed to accommodate misalignment of bottom hanger rod up to 30 degrees (plus/minus 15 degrees) without short circuiting of isolation.

#### **2.04 SEISMIC RESTRAINT SYSTEMS**

- A. Description: System components and accessories specifically designed for field assembly and attachment of seismic restraints.
- B. Cable Restraints:
  1. Comply with ASCE 19.
  2. Cables: Pre-stretched, galvanized steel wire rope with certified break strength.
  3. Cable Connections: Use only swaged end fittings. Cable clips and wedge type end fittings are not permitted in accordance with ASCE 19.
  4. Use protective thimbles for cable loops where potential for cable damage exists.
- C. Rigid Restraints: Use MFMA-4 steel channel (strut), steel angle, or steel pipe for structural element; suitable for both compressive and tensile design loads.

### **PART 3 EXECUTION**

#### **3.01 CODE-REQUIRED SPECIAL INSPECTIONS**

- A. Arrange work to accommodate tests and/or inspections performed by Special Inspection Agency employed by Owner or Architect in accordance with Section 014533 and statement of special inspections as required by applicable building code.
- B. Frequency of Special Inspections: Where special inspections are designated as continuous or periodic, arrange work accordingly.



1. Continuous Special Inspections: Special Inspection Agency to be present in the area where the work is being performed and observe the work at all times the work is in progress.
  2. Periodic Special Inspections: Special Inspection Agency to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.
- C. Seismic special inspections include, but are not limited to:
1. Seismically Qualified Equipment: Verification that label, anchorage and mounting comply with the certificate of compliance.
  2. Installation and anchorage of piping systems designed to carry hazardous materials and their associated mechanical units for Seismic Design Categories C, D, E, and F; periodic inspection.
  3. Installation and anchorage of ductwork designed to carry hazardous materials for Seismic Design Categories C, D, E and F; periodic inspection.
  4. Installation and anchorage of vibration isolation systems for Seismic Design Categories C, D, E, and F where the approved Contract Documents require a nominal clearance of 1/4 inch or less between equipment support frame and seismic restraint; periodic inspection.
- D. Prior to starting work, Contractor to submit written statement of responsibility to authorities having jurisdiction and to Owner acknowledging awareness of special requirements contained in the statement of special inspections.
- E. Special Inspection Agency services do not relieve Contractor from performing inspections and testing specified elsewhere.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- C. Secure fasteners according to manufacturer's recommended torque settings.
- D. Install flexible piping connections to provide sufficient slack for vibration isolation and/or seismic relative displacements as indicated or as required.
- E. Vibration Isolation Systems:
1. Spring Isolators:
    - a. Position equipment at operating height; provide temporary blocking as required.
    - b. Lift equipment free of isolators prior to lateral repositioning to avoid damage to isolators.
    - c. Level equipment by adjusting isolators gradually in sequence to raise equipment uniformly such that excessive weight or stress is not placed on any single isolator.
  2. Isolator Hangers:
    - a. Use precompressed isolator hangers where required to facilitate installation and prevent damage to equipment utility connection provisions.
    - b. Locate isolator hangers at top of hanger rods in accordance with manufacturer's instructions.
  3. Clean debris from beneath vibration-isolated equipment that could cause short circuiting of isolation.
  4. Use elastomeric grommets for attachments where required to prevent short circuiting of isolation.
  5. Adjust isolators to be free of isolation short circuits during normal operation.
  6. Do not overtighten fasteners such that resilient material isolator pads are compressed beyond manufacturer's maximum recommended deflection.
- F. Seismic Controls:
1. Provide specified snubbing element air gap; remove any factory-installed spacers, debris, or other obstructions.
  2. Use only specified components, anchorage, and hardware evaluated by seismic design. Comply with conditions of seismic certification where applicable.
  3. Where mounting hole diameter exceeds bolt diameter by more than 0.125 inch, use epoxy grout, elastomeric grommet, or welded washer to reduce clearance to 0.125 inch or less.

4. Equipment with Sheet Metal Housings:
  - a. Use Belleville washers to distribute stress over a larger surface area of the sheet metal connection interface as approved by manufacturer.
  - b. Attach additional steel as approved by manufacturer where required to transfer loads to structure.
  - c. Where mounting surface is irregular, do not shim housing; reinforce housing with additional steel as approved by manufacturer.
5. Concrete Housekeeping Pads:
  - a. Size in accordance with seismic design to meet anchor requirements.
  - b. Install pad reinforcement and doweling in accordance with seismic design to ensure integrity of pad and associated connection to slab.
6. Seismic Restraint Systems:
  - a. Do not attach seismic restraints and gravity supports to dissimilar parts of structure that may move differently during an earthquake.
  - b. Install restraints within permissible angles in accordance with seismic design.
  - c. Install cable restraints straight between component/run and structural attachment; do not bend around other nonstructural components or structural elements.
  - d. Install cable restraints for vibration-isolated components slightly slack to prevent short circuiting of isolation.
  - e. Install hanger rod stiffeners where indicated using only specified clamps; do not weld stiffeners to hanger rod.

**END OF SECTION**

**SECTION 230553  
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nameplates.
- B. Tags.
- C. Pipe markers.

**1.02 REFERENCE STANDARDS**

- A. ASME A13.1 - Scheme for the Identification of Piping Systems 2020.
- B. ASTM D709 - Standard Specification for Laminated Thermosetting Materials 2017.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. List: Submit list of wording, symbols, letter size, and color coding for mechanical identification.
- C. Chart and Schedule: Submit valve chart and schedule, including valve tag number, location, function, and valve manufacturer's name and model number.
- D. Product Data: Provide manufacturers catalog literature for each product required.
- E. Manufacturer's Installation Instructions: Indicate special procedures, and installation.
- F. Project Record Documents: Record actual locations of tagged valves.

**PART 2 PRODUCTS**

**2.01 IDENTIFICATION APPLICATIONS**

- A. Automatic Controls: Tags. Key to control schematic.
- B. Control Panels: Nameplates.
- C. Major Control Components: Nameplates.
- D. Piping: Pipe markers.
- E. Valves: Tags and ceiling tacks where located above lay-in ceiling.

**2.02 NAMEPLATES**

- A. Manufacturers:
  - 1. Advanced Graphic Engraving, LLC: [www.advancedgraphicengraving.com/#sle](http://www.advancedgraphicengraving.com/#sle).
  - 2. Brimar Industries, Inc: [www.pipemarker.com/#sle](http://www.pipemarker.com/#sle).
  - 3. Craftmark Pipe Markers: [www.craftmarkid.com/#sle](http://www.craftmarkid.com/#sle).
  - 4. Kolbi Pipe Marker Co: [www.kolbipipemarkers.com/#sle](http://www.kolbipipemarkers.com/#sle).
  - 5. Seton Identification Products, a Tricor Direct Company: [www.seton.com/#sle](http://www.seton.com/#sle).
- B. Letter Color: White.
- C. Letter Height: 1/4 inch.
- D. Background Color: Black.
- E. Plastic: Comply with ASTM D709.

**2.03 TAGS**

- A. Manufacturers:
  - 1. Advanced Graphic Engraving: [www.advancedgraphicengraving.com/#sle](http://www.advancedgraphicengraving.com/#sle).
  - 2. Brady Corporation: [www.bradycorp.com/#sle](http://www.bradycorp.com/#sle).
  - 3. Brimar Industries, Inc: [www.pipemarker.com/#sle](http://www.pipemarker.com/#sle).
  - 4. Craftmark Pipe Markers: [www.craftmarkid.com/#sle](http://www.craftmarkid.com/#sle).
  - 5. Kolbi Pipe Marker Co: [www.kolbipipemarkers.com/#sle](http://www.kolbipipemarkers.com/#sle).
  - 6. Seton Identification Products, a Tricor Company: [www.seton.com/#sle](http://www.seton.com/#sle).
- B. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.
- C. Valve Tag Chart: Typewritten letter size list in anodized aluminum frame.

## **2.04 PIPE MARKERS**

- A. Manufacturers:
  - 1. Brady Corporation: [www.bradycorp.com/#sle](http://www.bradycorp.com/#sle).
  - 2. Brimar Industries, Inc: [www.pipemarker.com/#sle](http://www.pipemarker.com/#sle).
  - 3. Craftmark Pipe Markers: [www.craftmarkid.com/#sle](http://www.craftmarkid.com/#sle).
  - 4. Kolbi Pipe Marker Co: [www.kolbipipemarkers.com/#sle](http://www.kolbipipemarkers.com/#sle).
  - 5. MIFAB, Inc: [www.mifab.com/#sle](http://www.mifab.com/#sle).
  - 6. Seton Identification Products, a Tricor Company: [www.seton.com/#sle](http://www.seton.com/#sle).
- B. Plastic Pipe Markers: Factory fabricated, flexible, semi- rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Install plastic pipe markers in accordance with manufacturer's instructions.
- D. Use tags on piping 3/4 inch diameter and smaller.
  - 1. Identify service, flow direction, and pressure.
  - 2. Install in clear view and align with axis of piping.
  - 3. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.
- E. Locate ceiling tacks to locate valves or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

**END OF SECTION**

**SECTION 230593  
TESTING, ADJUSTING, AND BALANCING FOR HVAC**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 REFERENCE STANDARDS**

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition 2016.
- B. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems 2008 (Reaffirmed 2017).
- C. NEBB (TAB) - Procedural Standards for Testing Adjusting and Balancing of Environmental Systems 2015, with Errata (2017).
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing 2002.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
  - 1. Submit six weeks prior to starting the testing, adjusting, and balancing work.
  - 2. Include certification that the plan developer has reviewed Contract Documents, the equipment and systems, and the control system with the Architect and other installers to sufficiently understand the design intent for each system.
  - 3. Include at least the following in the plan:
    - a. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
    - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
    - c. Identification and types of measurement instruments to be used and their most recent calibration date.
    - d. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
    - e. Final test report forms to be used.
    - f. Procedures for formal deficiency reports, including scope, frequency and distribution.
- C. Control System Coordination Reports: Communicate in writing to the controls installer all setpoint and parameter changes made or problems and discrepancies identified during TAB that affect, or could affect, the control system setup and operation.
- D. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
  - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
  - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
  - 3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
  - 4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
  - 5. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.
- E. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

### 3.01 GENERAL REQUIREMENTS

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

### 3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
  - 1. Systems are started and operating in a safe and normal condition.
  - 2. Temperature control systems are installed complete and operable.
  - 3. Proper thermal overload protection is in place for electrical equipment.
  - 4. Duct systems are clean of debris.
  - 5. Fans are rotating correctly.
  - 6. Fire and volume dampers are in place and open.
  - 7. Air coil fins are cleaned and combed.
  - 8. Access doors are closed and duct end caps are in place.
  - 9. Air outlets are installed and connected.
  - 10. Duct system leakage is minimized.
  - 11. Hydronic systems are flushed, filled, and vented.

### 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. Hydronic Systems: Adjust 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 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. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by the Owner.

- G. 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 temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.
- L. Measure building static pressure and adjust supply, return, and exhaust air systems to provide required relationship between each to maintain approximately 0.05 inches positive static pressure near the building entries.
- M. For variable air volume system powered units set volume controller to air flow setting indicated. Confirm connections properly made and confirm proper operation for automatic variable air volume temperature control.

### **3.06 WATER SYSTEM PROCEDURE**

- A. Adjust water systems to provide required or design quantities.
- B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gages to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.
- C. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.
- D. Effect system balance with automatic control valves fully open to heat transfer elements.
- E. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.

### **3.07 SCOPE**

- A. Test, adjust, and balance the following:
  - 1. HVAC Pumps.
  - 2. Air Cooled Water Chillers.
  - 3. Air Handling Units.
  - 4. Air Filters.

### **3.08 MINIMUM DATA TO BE REPORTED**

- A. Electric Motors:
  1. Manufacturer.
  2. Model/Frame.
  3. HP/BHP.
  4. Phase, voltage, amperage; nameplate, actual, no load.
  5. RPM.
  6. Service factor.
  7. Starter size, rating, heater elements.
  8. Sheave Make/Size/Bore.
  
- B. Pumps:
  1. Identification/number.
  2. Manufacturer.
  3. Size/model.
  4. Impeller.
  5. Service.
  6. Design flow rate, pressure drop, BHP.
  7. Actual flow rate, pressure drop, BHP.
  8. Discharge pressure.
  9. Suction pressure.
  10. Total operating head pressure.
  11. Shut off, discharge and suction pressures.
  12. Shut off, total head pressure.
  
- C. Chillers:
  1. Identification/number.
  2. Manufacturer.
  3. Capacity.
  4. Model number.
  5. Serial number.
  6. Evaporator entering water temperature, design and actual.
  7. Evaporator leaving water temperature, design and actual.
  8. Evaporator pressure drop, design and actual.
  9. Evaporator water flow rate, design and actual.
  10. Condenser entering water temperature, design and actual.
  11. Condenser pressure drop, design and actual.
  12. Condenser water flow rate, design and actual.
  
- D. Cooling Coils:
  1. Identification/number.
  2. Location.
  3. Service.
  4. Manufacturer.
  5. Air flow, design and actual.
  6. Entering air DB temperature, design and actual.
  7. Entering air WB temperature, design and actual.
  8. Leaving air DB temperature, design and actual.
  9. Leaving air WB temperature, design and actual.
  10. Water flow, design and actual.
  11. Water pressure drop, design and actual.
  12. Entering water temperature, design and actual.
  
- E. 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.
- F. Return Air/Outside Air:
1. Identification/location.
  2. Design air flow.
  3. Actual air flow.
  4. Design return air flow.
  5. Actual return air flow.
  6. Design outside air flow.
  7. Actual outside air flow.
  8. Return air temperature.
  9. Outside air temperature.
- G. Return Fans:
1. Location.
  2. Manufacturer.
  3. Model number.
  4. Serial number.
  5. Air flow, specified and actual.
  6. Total static pressure (total external), specified and actual.
  7. Inlet pressure.
  8. Discharge pressure.
  9. Sheave Make/Size/Bore.
  10. Number of Belts/Make/Size.
  11. Fan RPM.
- H. Duct Traverses:
1. System zone/branch.
  2. Duct size.
  3. Area.
  4. Design velocity.
  5. Design air flow.
  6. Test velocity.
  7. Test air flow.
  8. Duct static pressure.
  9. Air temperature.
  10. Air correction factor.
- I. Flow Measuring Stations:
1. Identification/number.
  2. Location.
  3. Size.
  4. Manufacturer.
  5. Model number.
  6. Serial number.
  7. Design Flow rate.
  8. Design pressure drop.
  9. Actual/final pressure drop.
  10. Actual/final flow rate.
  11. Station calibrated setting.

**END OF SECTION**

**SECTION 230716  
HVAC EQUIPMENT INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Equipment insulation.

**1.02 RELATED REQUIREMENTS**

- A. Section 232113 - Hydronic Piping: Placement of hangers and hanger inserts.
- B. Section 232114 - Hydronic Specialties.

**1.03 REFERENCE STANDARDS**

- A. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form 2020a.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021.
- C. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for equipment scheduled.
- C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

**1.05 QUALITY ASSURANCE**

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

**1.06 DELIVERY, STORAGE, AND HANDLING**

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

**PART 2 PRODUCTS**

**2.01 REGULATORY REQUIREMENTS**

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

**2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION**

- A. Manufacturer:
  - 1. Aeroflex USA, Inc: [www.aeroflexusa.com/#sle](http://www.aeroflexusa.com/#sle).
  - 2. Armacell LLC; AP Armaflex FS: [www.armacell.us/#sle](http://www.armacell.us/#sle).
  - 3. K-Flex USA LLC; Insul-Sheet: [www.kflexusa.com/#sle](http://www.kflexusa.com/#sle).
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1, in sheet form.
  - 1. Minimum Service Temperature: Minus 40 degrees F.
  - 2. Maximum Service Temperature: 220 degrees F.
  - 3. Connection: Waterproof vapor barrier adhesive.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor barrier cement.
- C. Insulated equipment containing fluids below ambient temperature; insulate entire system.

- D. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation so it can be easily removed and replaced without damage.

### **3.02 SCHEDULE**

A. Cooling Systems:

1. Pump Bodies: 3/4" Flexible Elastomeric Cellular Insulation
2. Air Separators: 3/4" Flexible Elastomeric Cellular Insulation
3. Expansion Tanks: 3/4" Flexible Elastomeric Cellular Insulation

**END OF SECTION**

**SECTION 230719  
HVAC PIPING INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 232113 - Hydronic Piping: Placement of hangers and hanger inserts.

**1.03 REFERENCE STANDARDS**

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate 2014.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric) 2014.
- C. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus 2019.
- D. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement 2007 (Reapproved 2013).
- E. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement 2007 (Reapproved 2013).
- F. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation 2017.
- G. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form 2020a.
- H. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation 2019.
- I. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel 2008 (Reapproved 2018).
- J. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021.
- K. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials 2016.
- L. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

**1.05 QUALITY ASSURANCE**

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

**1.06 DELIVERY, STORAGE, AND HANDLING**

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

**1.07 FIELD CONDITIONS**

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

**PART 2 PRODUCTS**

## 2.01 REGULATORY REQUIREMENTS

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

## 2.02 GLASS FIBER, RIGID

- A. Manufacturers:
  - 1. CertainTeed Corporation: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
  - 2. Johns Manville Corporation: [www.jm.com/#sle](http://www.jm.com/#sle).
  - 3. Knauf Insulation; Earthwool 1000 Degree Pipe Insulation: [www.knaufinsulation.com/#sle](http://www.knaufinsulation.com/#sle).
  - 4. Owens Corning Corporation; Fiberglas Pipe Insulation ASJ: [www.ocbuildingspec.com/#sle](http://www.ocbuildingspec.com/#sle).
- B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
  - 1. K Value: ASTM C177, 0.24 at 75 degrees F.
  - 2. Maximum Service Temperature: 850 degrees F.
  - 3. Maximum Moisture Absorption: 0.2 percent by volume.
- C. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.
- D. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- E. Vapor Barrier Lap Adhesive: Compatible with insulation.
- F. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.
- G. Outdoor Vapor Barrier Mastic: Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.
- H. Insulating Cement: ASTM C449.

## 2.03 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturer:
  - 1. Aeroflex USA, Inc; Aerocel ULP: [www.aeroflexusa.com/#sle](http://www.aeroflexusa.com/#sle).
  - 2. Armacell LLC; AP Armaflex: [www.armacell.us/#sle](http://www.armacell.us/#sle).
  - 3. K-Flex USA LLC; K-Flex Titan: [www.kflexusa.com/#sle](http://www.kflexusa.com/#sle).
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
  - 1. Minimum Service Temperature: Minus 40 degrees F.
  - 2. Maximum Service Temperature: 180 degrees F.
  - 3. Connection: Waterproof vapor barrier adhesive.
- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

## 2.04 JACKETS

- A. Aluminum Jacket: ASTM B209 (ASTM B209M) formed aluminum sheet.
  - 1. Thickness: 0.016 inch sheet.
  - 2. Finish: Smooth.
  - 3. Joining: Longitudinal slip joints and 2 inch laps.
  - 4. Fittings: 0.016 inch thick die shaped fitting covers with factory attached protective liner.
  - 5. Metal Jacket Bands: 3/8 inch wide; 0.015 inch thick aluminum.

## PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Insulated pipes conveying fluids below ambient temperature; insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- D. Glass fiber insulated pipes conveying fluids below ambient temperature:

1. Provide vapor barrier jackets, factory-applied or field-applied; secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
  2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- E. Inserts and Shields:
1. Application: Piping 1-1/2 inches diameter or larger.
  2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
  3. Insert location: Between support shield and piping and under the finish jacket.
  4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
  5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- F. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 078400.
- G. Exterior Applications: Provide vapor barrier jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor barrier cement. Cover with aluminum jacket with seams located on bottom side of horizontal piping. Provide two coats of UV resistant finish for flexible elastomeric cellular insulation without jacketing.
- H. Heat Traced Piping: Insulate fittings, joints, and valves with insulation of like material, thickness, and finish as adjoining pipe. Size large enough to enclose pipe and heat tracer. Cover with aluminum jacket with seams located on bottom side of horizontal piping.

### **3.02 SCHEDULE**

- A. Cooling Systems:
1. Chilled Water: Rigid Glass Fiber - 1 1/2" thick

**END OF SECTION**

**SECTION 230913  
INSTRUMENTATION AND CONTROL DEVICES FOR HVAC**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Control panels.
- B. Control Valves:
  - 1. Globe pattern.
  - 2. Electronic operators.
- C. Damper Operators:
- D. Input/Output Sensors:
  - 1. Temperature sensors.
  - 2. Humidity sensors.
  - 3. Static pressure (air pressure) sensors.
  - 4. Equipment operation (current) sensors.
- E. Thermostats:
  - 1. Low-limit temperature cutout switch (freezestat)
  - 2. Outdoor reset thermostats.
  - 3. Immersion thermostats.
  - 4. Airstream thermostats.
- F. Transmitters:
  - 1. Pressure transmitters.
  - 2. Air pressure transmitters.
  - 3. Temperature transmitters.
- G. Flow Sensors:

**1.02 RELATED REQUIREMENTS**

- A. Section 230519 - Meters and Gauges for HVAC Piping: Thermometer sockets and gauge taps.
- B. Section 230923 - Direct-Digital Control System for HVAC.
- C. Section 232113 - Hydronic Piping: Installation of control valves, flow switches, temperature sensor sockets, and gauge taps.
- D. Section 233300 - Air Duct Accessories: Installation of automatic dampers.
- E. Section 260583 - Wiring Connections: Electrical characteristics and wiring connections.
- F. Section 262726 - Wiring Devices: Elevation of exposed components.

**1.03 REFERENCE STANDARDS**

- A. AMCA 500-D - Laboratory Methods of Testing Dampers for Rating 2018.
- B. ANSI/FCI 70-2 - Control Valve Seat Leakage 2013.
- C. ASME B1.20.1 - Pipe Threads, General Purpose (Inch) 2013 (Reaffirmed 2018).
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- E. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems 2018.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide description and engineering data for each control system component. Include sizing as requested. Provide data for each system component and software module.
- C. Shop Drawings: Indicate complete operating data, system drawings, wiring diagrams, and written detailed operational description of sequences. Submit schedule of valves indicating size, flow, and pressure drop for each valve. For automatic dampers indicate arrangement, velocities, and static pressure drops for each system.
- D. Operation and Maintenance Data: Include inspection period, cleaning methods, recommended cleaning materials, and calibration tolerances.

- E. Project Record Documents: Record actual locations of control components, including panels, thermostats, and sensors. Accurately record actual location of control components, including panels, thermostats, and sensors.
  - 1. Revise shop drawings to reflect actual installation and operating sequences.
- F. 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. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.

## **PART 2 PRODUCTS**

### **2.01 EQUIPMENT - GENERAL**

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

### **2.02 CONTROL PANELS**

- A. Unitized cabinet type for each system under automatic control with relays and controls mounted in cabinet and temperature indicators, pressure gauges, pilot lights, push buttons and switches flush on cabinet panel face.
- B. NEMA 250, general purpose utility enclosures with enameled finished face panel.
- C. Provide common keying for all panels.

### **2.03 CONTROL VALVES**

- A. Globe Pattern:
  - 1. Up to 2 inches: Bronze body, bronze trim, rising stem, renewable composition disc, screwed ends with backseating capacity repackable under pressure.
  - 2. Over 2 inches: Iron body, bronze trim, rising stem, plug-type disc, flanged ends, renewable seat and disc.
  - 3. Hydronic Systems:
    - a. Rate for service pressure of 125 psig at 250 degrees F.
    - b. Replaceable plugs and seats of stainless steel.
    - c. Size for 3 psig maximum pressure drop at design flow rate.
    - d. two-way valves shall have equal percentage characteristics, three way valves linear characteristics. Size two-way valve operators to close valves against pump shut off head.
- B. Electronic Operators:
  - 1. Valves shall spring return to normal position as indicated on freeze, fire, or temperature protection.
  - 2. Select operator for full shut off at maximum pump differential pressure.

### **2.04 INPUT/OUTPUT SENSORS**

- A. Temperature Sensors:
  - 1. Use thermistor or RTD type temperature sensing elements with characteristics resistant to moisture, vibration, and other conditions consistent with the application without affecting accuracy and life expectancy.
  - 2. Construct RTD of nickel or platinum with base resistance of 1000 ohms at 70 degrees F.
  - 3. 100 ohm platinum RTD is acceptable if used with project DDC controllers.
  - 4. Temperature Sensing Device: Compatible with project DDC controllers.
  - 5. Performance Characteristics:
    - a. RTD:
      - 1) Room Sensor Accuracy: Plus/minus 0.50 degrees F minimum.
      - 2) Duct Averaging Accuracy: Plus/minus 0.50 degrees F minimum.
      - 3) Chilled Water Accuracy: Plus/minus 0.50 degrees F minimum.
      - 4) All Other Accuracy: Plus/minus 0.75 degrees F minimum.
      - 5) Range: Minus 40 degrees F through 220 degrees F minimum.
    - b. Thermistor:
      - 1) Accuracy (All): Plus/minus 0.36 degrees F minimum.



- 2) Range: Minus 25 degrees F through 122 degrees F minimum.
  - 3) Heat Dissipation Constant: 2.7 mW per degree C.
  - c. Temperature Transmitter:
    - 1) Accuracy: 0.10 degree F minimum or plus/minus 0.20 percent of span.
    - 2) Output: 4 to 20 mA.
  - d. Sensing Range:
    - 1) Provide limited range sensors if required to sense the range expected for a respective point.
    - 2) Use RTD type sensors for extended ranges beyond minus 30 degrees F to 230 degrees F.
    - 3) Use temperature transmitters in conjunction with RTD's when RTD's are incompatible with DDC controller direct temperature input.
  - e. Wire Resistance:
    - 1) Use appropriate wire size to limit temperature offset due to wire resistance to 1.0 degree F or use temperature transmitter when offset is greater than 1.0 degree F due to wire resistance.
    - 2) Compensate for wire resistance in software input definition when feature is available in the DDC controller.
  - f. Outside Air Sensors: Watertight inlet fitting shielded from direct rays of the sun.
  - g. Immersion Temperature Sensors: A sensor encased in a corrosion-resistant probe with an indoor junction box service entry body.
  - h. Room Temperature Sensors:
    - 1) Construct for surface or wall box mounting.
    - 2) Provide the following:
      - (a) Setpoint reset slide switch with an adjustable temperature range.
      - (b) Individual heating/cooling setpoint slide switches.
      - (c) Momentary override request push button for activation of after-hours operation.
  - i. Temperature Averaging Elements:
    - 1) Use on duct sensors for ductwork 10 sq ft or larger.
    - 2) Use averaging elements where prone to stratification with sensor length 8 ft.
    - 3) Provide for all mixed air and heating coil discharge sensors regardless of duct size.
- B. Humidity Sensors:
- 1. Duct Mounted Sensor: Voltage type encased in a die-cast metal, weather-proof housing.
    - a. Input Power, Voltage Type: Class 2; 12-30 VDC/24 VAC, 15mA max.
    - b. Input Power, mA Type: Class 2; Loop powered 12-30 VDC only, 30 mA max.
    - c. Output Voltage Type: 3-wire observed polarity.
    - d. Output mA Type: 2-wire, not polarity sensitive (clipped and capped).
    - e. Humidity:
      - 1) HS Element: Digitally profiled thin-film capacitive.
      - 2) Accuracy 1 percent at 10 to 80 percent relative humidity at 77 degrees F, multi-point calibration, NIST traceable.
        - (a) Plus/minus 1 percent at 20 to 40 percent RH in mA output mode; (multi-point calibration, NIST traceable).
      - 3) Scaling: 0 to 100 percent RH.
    - f. Temperature Effect:
      - 1) Duct Mounted: Plus/minus 0.18 percent per degree F.
      - 2) Outdoor Mounted: 4 to 20mA version:  $(0.0013 \times \%RH \times (T_{\text{degreeC}} - 25))$ .
    - g. Hysteresis: 1.5 percent typical.
    - h. Linearity: Included in accuracy specification.
    - i. Reset Rate: 24 hours.
    - j. Stability: Plus/minus 1 percent at 68 degrees F (20 degrees C) annually, for two years.
    - k. Temperature Monitoring:
      - 1) Temperature Transmitter Output: Digital, 4 to 20mA (clipped and capped) or 0-5V/0-10V output.
        - (a) HO Transmitter Accuracy: Plus/minus 2.3 degrees F.

- (b) HD Transmitter Accuracy: Plus/minus 1.0 degree F.
- I. Operating Environment:
  - 1) Operating Humidity Range: 0 to 100 percent RH noncondensing.
  - 2) Operating Temperature Range: Minus 40 degrees F to 122 degrees F.
- 2. Wall Mounted Sensor: Voltage type encased in a plastic housing.
- C. Static Pressure (Air Pressure) Sensors:
  - 1. Unidirectional with ranges not exceeding 150 percent of maximum expected input.
  - 2. Temperature compensate with typical thermal error or 0.06 percent of full scale in temperature range of 40 to 100 degrees F.
  - 3. Accuracy: One percent of full scale with repeatability 0.3 percent.
  - 4. Output: 0 to 5 vdc with power at 12 to 28 vdc.
- D. Equipment Operation (Current) Sensors:
  - 1. Status Inputs for Fans: Differential pressure switch with adjustable range of 0 to 5 inches wg.
  - 2. Status Inputs for Electric Motors: Current sensing relay with current transformers, adjustable and set to 175 percent of rated motor current.

## 2.05 THERMOSTATS

- A. Low-Limit Temperature Cutout Switch (low-limit thermostat or freezestat):
  - 1. Configuration: Digital module tied to sensor-assembly.
  - 2. Sensing Length: 4 feet.
  - 3. Setpoint Adjust: Slider.
  - 4. Switch Type: SPDT, snap-action, form C in dust-protected enclosure.
  - 5. Sensing Range: 15 to 55 degrees F.
  - 6. Mounting: Locate on cooling coil intake side.
  - 7. Field Interface: Connect load line-voltage to stater.
  - 8. Electrical Rating: Pilot duty, 125 VA at 125 to 600 VAC.
- B. Outdoor Reset Thermostats:
  - 1. Remote bulb or bimetal rod and tube type, proportioning action with adjustable throttling range, adjustable setpoint.
- C. Immersion Thermostats:
  - 1. Remote bulb or bimetallic rod and tube type, proportional action with adjustable setpoint and adjustable throttling range.
- D. Airstream Thermostats:
  - 1. Remote bulb or bimetallic rod and tube type, proportional action with adjustable setpoint in middle of range and adjustable throttling range.
  - 2. Averaging service remote bulb element: 7.5 feet.

## 2.06 TRANSMITTERS

- A. Pressure Transmitters:
  - 1. One pipe direct acting indicating type for gas, liquid, or steam service, range suitable for system, proportional electronic output.
- B. Temperature Transmitters:
  - 1. One pipe, directly proportional output signal to measured variable, linearity within plus or minus 1/2 percent of range for 200 degrees F span and plus or minus 1 percent for 50 degrees F span, with 50 degrees F. temperature range, compensated bulb, averaging capillary, or rod and tube operation on 20 psig input pressure and 3 to 15 psig output.

## 2.07 FLOW SENSORS

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that systems are ready to receive work.
- C. Beginning of installation means installer accepts existing conditions.
- D. Sequence work to ensure installation of components is complementary to installation of similar components in other systems.

- E. Coordinate installation of system components with installation of mechanical systems equipment such as air handling units and air terminal units.
- F. Ensure installation of components is complementary to installation of similar components.
- G. Coordinate installation of system components with installation of mechanical systems equipment such as air handling units and air terminal units.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Check and verify location of thermostats with plans and room details before installation. Locate 48 inches above floor. Align with lighting switches. Refer to Section 262726.
- C. Mount freeze protection thermostats using flanges and element holders.
- D. Mount outdoor reset thermostats and outdoor sensors indoors, with sensing elements outdoors with sun shield.
- E. Provide separable sockets for liquids and flanges for air bulb elements.
- F. Provide thermostats in aspirating boxes in front entrances.
- G. Install damper motors on outside of duct in warm areas. Do not install motors in locations at outdoor temperatures.
- H. Mount control panels adjacent to associated equipment on vibration free walls or free standing angle iron supports. One cabinet may accommodate more than one system in same equipment room. Provide engraved plastic nameplates for instruments and controls inside cabinet and engraved plastic nameplates on cabinet face.
- I. Install "hand/off/auto" selector switches to override automatic interlock controls when switch is in "hand" position.
- J. Provide conduit and electrical wiring in accordance with Section 260583. Electrical material and installation shall be in accordance with appropriate requirements of Division 26.

### **END OF SECTION**

**SECTION 230923  
DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. System description.
- B. Operator interface.
- C. Controllers.
- D. Power supplies and line filtering.
- E. System software.
- F. Controller software.
- G. HVAC control programs.
- H. Chiller control programs.

**1.02 RELATED REQUIREMENTS**

- A. Section 230913 - Instrumentation and Control Devices for HVAC.
- B. Section 260583 - Wiring Connections: Electrical characteristics and wiring connections.

**1.03 REFERENCE STANDARDS**

- A. ASHRAE Std 135 - A Data Communication Protocol for Building Automation and Control Networks 2020.
- B. MIL-STD-810 - Environmental Engineering Considerations and Laboratory Tests 2019h.
- C. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL (DIR) - Online Certifications Directory Current Edition.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for each system component and software module.
- C. Shop Drawings:
  - 1. Indicate trunk cable schematic showing programmable control unit locations, and trunk data conductors.
  - 2. Indicate system graphics indicating monitored systems, data (connected and calculated) point addresses, and operator notations. Provide demonstration digital media containing graphics.
  - 3. Show system configuration with peripheral devices, batteries, power supplies, diagrams, modems, and interconnections.
  - 4. Indicate description and sequence of operation of operating, user, and application software.
- D. Manufacturer's Instructions: Indicate manufacturer's installation instructions for all manufactured components.
- E. Project Record Documents: Record actual locations of control components, including control units, thermostats, and sensors.
  - 1. Revise shop drawings to reflect actual installation and operating sequences.
  - 2. Include submittals data in final "Record Documents" form.
- F. Operation and Maintenance Data:
  - 1. Include interconnection wiring diagrams complete field installed systems with identified and numbered, system components and devices.
  - 2. Include keyboard illustrations and step-by-step procedures indexed for each operator function.
  - 3. Include inspection period, cleaning methods, cleaning materials recommended, and calibration tolerances.
- G. 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. Perform work in accordance with NFPA 70.
- B. Designer Qualifications: Perform design of system using manufacturer's software under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- C. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- D. Installer Qualifications: Company specializing in performing work of the type specified and with minimum three years of documented experience.
- E. Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for purpose specified and indicated.

### **1.06 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Provide five year manufacturer's warranty for field programmable micro-processor based units.

### **1.07 PROTECTION OF SOFTWARE RIGHTS**

- A. Prior to delivery of software, the Owner and the party providing the software will enter into a software license agreement with provisions for the following:
  - 1. Limiting use of software to equipment provided under these specifications.
  - 2. Limiting copying.
  - 3. Preserving confidentiality.
  - 4. Prohibiting transfer to a third party.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Johnson Controls, Inc: [www.johnsoncontrols.com/#sle](http://www.johnsoncontrols.com/#sle).

### **2.02 SYSTEM DESCRIPTION**

- A. Automatic temperature control field monitoring and control system using field programmable micro-processor based units.
- B. Base system on distributed system of fully intelligent, stand-alone controllers, operating in a multi-tasking, multi-user environment on token passing network, with central and remote hardware, software, and interconnecting wire and conduit.
- C. Include computer software and hardware, operator input/output devices, control units, local area networks (LAN), sensors, control devices, actuators.
- D. Controls for variable air volume terminals, reheat coils, and the like when directly connected to the control units. Individual terminal unit control is specified in Section 230913.
- E. Provide control systems consisting of thermostats, control valves, dampers and operators, indicating devices, interface equipment and other apparatus and accessories required to operate mechanical systems, and to perform functions specified.
- F. Include installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.

### **2.03 OPERATOR INTERFACE**

- A. PC Based Work Station:
  - 1. Resides on high speed network with building controllers.
- B. Workstation, controllers, and control backbone to communicate using BACnet protocol and addressing.
- C. BACnet protocol to comply with ASHRAE Std 135.

### **2.04 CONTROLLERS**

- A. Building Controllers:
  - 1. General:
    - a. Manage global strategies by one or more, independent, standalone, microprocessor based controllers.

- b. Provide sufficient memory to support controller's operating system, database, and programming requirements.
  - c. Share data between networked controllers.
  - d. Controller operating system manages input and output communication signals allowing distributed controllers to share real and virtual object information and allowing for central monitoring and alarms.
  - e. Utilize real-time clock for scheduling.
  - f. Continuously check processor status and memory circuits for abnormal operation.
  - g. Controller to assume predetermined failure mode and generate alarm notification upon detection of abnormal operation.
  - h. Communication with other network devices to be based on assigned protocol.
2. Communication:
    - a. Controller to reside on a BACnet network using ISO 8802-3 (ETHERNET) Data Link/Physical layer protocol.
    - b. Perform routing when connected to a network of custom application and application specific controllers.
    - c. Provide service communication port for connection to a portable operator's terminal or hand held device with compatible protocol.
  3. Anticipated Environmental Ambient Conditions:
    - a. Outdoors and/or in Wet Ambient Conditions:
      - 1) Mount within waterproof enclosures.
      - 2) Rated for operation at 40 to 150 degrees F.
    - b. Conditioned Space:
      - 1) Mount within dustproof enclosures.
      - 2) Rated for operation at 32 to 120 degrees F.
  4. Provisions for Serviceability:
    - a. Diagnostic LEDs for power, communication, and processor.
    - b. Make all wiring connections to field removable, modular terminal strips, or to a termination card connected by a ribbon cable.
  5. Memory: In the event of a power loss, maintain all BIOS and programming information for a minimum of 72 hours.
  6. Power and Noise Immunity:
    - a. Maintain operation at 90 to 110 percent of nominal voltage rating.
    - b. Perform orderly shutdown below 80 percent of nominal voltage.
    - c. Operation protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W. at 3 feet.
- B. Application Specific Controllers:
1. General:
    - a. Not fully user programmable, microprocessor based controllers dedicated to control specific equipment.
    - b. Customized for operation within the confines of equipment served.
    - c. Communication with other network devices to be based on assigned protocol.
  2. Communication:
    - a. Controller to reside on a BACnet network using MS/TP Data Link/Physical layer protocol.
    - b. Provide service communication port for connection to a portable operator's terminal or hand held device with compatible protocol.
  3. Anticipated Environmental Ambient Conditions:
    - a. Outdoors and/or in Wet Ambient Conditions:
      - 1) Mount within waterproof enclosures.
      - 2) Rated for operation at 40 to 150 degrees F.
    - b. Conditioned Space:
      - 1) Mount within dustproof enclosures.
      - 2) Rated for operation at 32 to 120 degrees F.
  4. Provisions for Serviceability:
    - a. Diagnostic LEDs for power, communication, and processor.
    - b. Make all wiring connections to field removable, modular terminal strips, or to a termination card connected by a ribbon cable.

5. Memory: In the event of a power loss, maintain all BIOS and programming information for a minimum of 72 hours.
  6. Power and Noise Immunity:
    - a. Maintain operation at 90 to 110 percent of nominal voltage rating.
    - b. Perform orderly shutdown below 80 percent of nominal voltage.
    - c. Operation protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W at 3 feet.
- C. Input/Output Interface:
1. Hardwired inputs and outputs tie into the DDC system through building, custom application, or application specific controllers.
  2. All Input/Output Points:
    - a. Protect controller from damage resulting from any point short-circuiting or grounding and from voltage up to 24 volts of any duration.
    - b. Provide universal type for building and custom application controllers where input or output is software designated as either binary or analog type with appropriate properties.
  3. Binary Inputs:
    - a. Allow monitoring of On/Off signals from remote devices.
    - b. Provide wetting current of 12 mA minimum, compatible with commonly available control devices and protected against the effects of contact bounce and noise.
    - c. Sense dry contact closure with power provided only by the controller.
  4. Pulse Accumulation Input Objects: Comply with all requirements of binary input objects and accept up to 10 pulses per second.
  5. Analog Inputs:
    - a. Allow for monitoring of low voltage 0 to 10 VDC, 4 to 20 mA current, or resistance signals (thermistor, RTD).
    - b. Compatible with and field configurable to commonly available sensing devices.
  6. Binary Outputs:
    - a. Used for On/Off operation or a pulsed low-voltage signal for pulse width modulation control.
    - b. Outputs provided with three position (On/Off/Auto) override switches.
    - c. Status lights for building and custom application controllers to be selectable for normally open or normally closed operation.
  7. Analog Outputs:
    - a. Monitoring signal provides a 0 to 10 VDC or a 4 to 20 mA output signal for end device control.
    - b. Provide status lights and two position (AUTO/MANUAL) switch for building and custom application controllers with manually adjustable potentiometer for manual override on building and custom application controllers.
    - c. Drift to not exceed 0.4 percent of range per year.
  8. Tri State Outputs:
    - a. Coordinate two binary outputs to control three point, floating type, electronic actuators without feedback.
    - b. Limit the use of three point, floating devices to the following zone and terminal unit control applications:
      - 1) VAV terminal units.
    - c. Control algorithms run the zone actuator to one end of its stroke once every 24 hours for verification of operator tracking.
  9. System Object Capacity:
    - a. System size to be expandable to twice the number of input output objects required by providing additional controllers, including associated devices and wiring.
    - b. Hardware additions or software revisions for the installed operator interfaces are not to be required for future, system expansions.

## 2.05 POWER SUPPLIES AND LINE FILTERING

- A. Power Supplies:
1. Provide UL listed control transformers with Class 2 current limiting type or over-current protection in both primary and secondary circuits for Class 2 service as required by the

- NEC.
  - 2. Limit connected loads to 80 percent of rated capacity.
  - 3. Match DC power supply to current output and voltage requirements.
  - 4. Unit to be full wave rectifier type with output ripple of 5.0 mV maximum peak to peak.
  - 5. Regulation to be 1 percent combined line and load with 100 microsecond response time for 50 percent load changes.
  - 6. Provide over-voltage and over-current protection to withstand a 150 percent current overload for 3 seconds minimum without trip-out or failure.
  - 7. Operational Ambient Conditions: 32 to 120 degrees F.
  - 8. EM/RF meets FCC Class B and VDE 0871 for Class B and MIL-STD 810 for shock and vibration.
  - 9. Line voltage units UL recognized and CSA approved.
- B. Power Line Filtering:
- 1. Provide external or internal transient voltage and surge suppression component for all workstations and controllers.
  - 2. Minimum surge protection attributes:
    - a. Dielectric strength of 1000 volts minimum.
    - b. Response time of 10 nanoseconds or less.
    - c. Transverse mode noise attenuation of 65 dB or greater.
    - d. Common mode noise attenuation of 150 dB or greater at 40 to 100 Hz.

## 2.06 LOCAL AREA NETWORK (LAN)

- A. Provide communication between control units over local area network (LAN).
- B. LAN Capacity: Not less than 60 stations or nodes.
- C. Break in Communication Path: Alarm and automatically initiate LAN reconfiguration.
- D. LAN Data Speed: Minimum 19.2 Kb.
- E. Communication Techniques: Allow interface into network by multiple operation stations and by auto-answer/auto-dial modems. Support communication over telephone lines utilizing modems.
- F. Transmission Median: Fiber optic or single pair of solid 24 gage twisted, shielded copper cable.
- G. Network Support: Time for global point to be received by any station, shall be less than 3 seconds. Provide automatic reconfiguration if any station is added or lost. If transmission cable is cut, reconfigure two sections with no disruption to system's operation, without operator intervention.

## 2.07 SYSTEM SOFTWARE

- A. Operating System:
  - 1. Concurrent, multi-tasking capability.
    - a. Common Software Applications Supported: Microsoft Excel.
  - 2. System Graphics:
    - a. Allow up to 10 graphic screens, simultaneously displayed for comparison and monitoring of system status.
    - b. Animation displayed by shifting image files based on object status.
    - c. Provide method for operator with password to perform the following:
      - 1) Move between, change size, and change location of graphic displays.
      - 2) Modify on-line.
      - 3) Add, delete, or change dynamic objects consisting of:
        - (a) Analog and binary values.
        - (b) Dynamic text.
        - (c) Static text.
        - (d) Animation files.
  - 3. Custom Graphics Generation Package:
    - a. Create, modify, and save graphic files and visio format graphics in PCX formats.
    - b. HTML graphics to support web browser compatible formats.
    - c. Capture or convert graphics from AutoCAD.
  - 4. Standard HVAC Graphics Library:



- a. HVAC Equipment:
    - 1) Chillers.
    - 2) Pumps.
  - b. Ancillary Equipment:
    - 1) Valves.
    - 2) Piping.
- B. Workstation System Applications:
1. Automatic System Database Save and Restore Functions:
    - a. Current database copy of each Building Controller is automatically stored on hard disk.
    - b. Automatic update occurs upon change in any system panel.
    - c. In the event of database loss in any system panel, the first workstation to detect the loss automatically restores the database for that panel unless disabled by the operator.
  2. Manual System Database Save and Restore Functions by Operator with Password Clearance:
    - a. Save database from any system panel.
    - b. Clear a panel database.
    - c. Initiate a download of a specified database to any system panel.
  3. Software provided allows system configuration and future changes or additions by operators under proper password protection.
  4. On-line Help:
    - a. Context-sensitive system assists operator in operation and editing.
    - b. Available for all applications.
    - c. Relevant screen data provided for particular screen display.
    - d. Additional help available via hypertext.
  5. Security:
    - a. Operator log-on requires user name and password to view, edit, add, or delete data.
    - b. System security selectable for each operator.
    - c. System supervisor sets passwords and security levels for all other operators.
    - d. Operator passwords to restrict functions accessible to viewing and/or changing system applications, editor, and object.
    - e. Automatic, operator log-off results from keyboard or mouse inactivity during user-adjustable, time period.
    - f. All system security data stored in encrypted format.
  6. System Diagnostics:
    - a. Operations Automatically Monitored:
      - 1) Workstations.
      - 2) Printers.
      - 3) Modems.
      - 4) Network connections.
      - 5) Building management panels.
      - 6) Controllers.
    - b. Device failure is annunciated to the operator.
  7. Alarm Processing:
    - a. All system objects are configurable to "alarm in" and "alarm out" of normal state.
    - b. Configurable Objects:
      - 1) Alarm limits.
      - 2) Alarm limit differentials.
      - 3) States.
      - 4) Reactions for each object.
  8. Alarm Messages:
    - a. Descriptor: English language.
    - b. Recognizable Features:
      - 1) Source.
      - 2) Location.
      - 3) Nature.

9. Configurable Alarm Reactions by Workstation and Time of Day:
  - a. Logging.
  - b. Printing.
  - c. Starting programs.
  - d. Displaying messages.
  - e. Dialing out to remote locations.
  - f. Paging.
  - g. Providing audible annunciation.
  - h. Displaying specific system graphics.
10. Custom Trend Logs:
  - a. Definable for any data object in the system including interval, start time, and stop time.
  - b. Trend Data:
    - 1) Sampled and stored on the building controller panel.
    - 2) Archivable on hard disk.
    - 3) Retrievable for use in reports, spreadsheets and standard database programs.
    - 4) Archival on LAN accessible storage media including hard disk, tape, Raid array drive, and virtual cloud environment.
    - 5) Protected and encrypted format to prevent manipulation, or editing of historical data and event logs.
11. Alarm and Event Log:
  - a. View all system alarms and change of states from any system location.
  - b. Events listed chronologically.
  - c. Operator with proper security acknowledges and clears alarms.
  - d. Alarms not cleared by operator are archived to the workstation hard disk.
12. Object, Property Status and Control:
  - a. Provide a method to view, edit if applicable, the status of any object and property in the system.
  - b. Status Available by the Following Methods:
    - 1) Menu.
    - 2) Graphics.
    - 3) Custom Programs.
13. Reports and Logs:
  - a. Reporting Package:
    - 1) Allows operator to select, modify, or create reports.
    - 2) Definable as to data content, format, interval, and date.
    - 3) Archivable to hard disk.
  - b. Real-time logs available by type or status such as alarm, lockout, normal, etc.
  - c. Stored on hard disk and readily accessible by standard software applications, including spreadsheets and word processing.
  - d. Set to be printed on operator command or specific time(s).
14. Reports:
  - a. Standard:
    - 1) Objects with current values.
    - 2) Current alarms not locked out.
    - 3) Disabled and overridden objects, points and SNVTs.
    - 4) Objects in manual or automatic alarm lockout.
    - 5) Objects in alarm lockout currently in alarm.
    - 6) Logs:
      - (a) Alarm History.
      - (b) System messages.
      - (c) System events.
      - (d) Trends.
  - b. Custom:
    - 1) Daily.
    - 2) Weekly.
    - 3) Monthly.

- 4) Annual.
  - 5) Time and date stamped.
  - 6) Title.
  - 7) Facility name.
  - c. Tenant Override:
    - 1) Monthly report showing total, requested, after-hours HVAC and lighting services on a daily basis for each tenant.
    - 2) Annual report showing override usage on a monthly basis.
  - d. Electrical, Fuel, and Weather:
    - 1) Electrical Meter(s):
      - (a) Monthly showing daily electrical consumption and peak electrical demand with time and date stamp for each meter.
      - (b) Annual summary showing monthly electrical consumption and peak demand with time and date stamp for each meter.
    - 2) Fuel Meter(s):
      - (a) Monthly showing daily natural gas consumption for each meter.
      - (b) Annual summary showing monthly consumption for each meter.
    - 3) Weather:
      - (a) Monthly showing minimum, maximum, average outdoor air temperature and heating/cooling degree-days for the month.
- C. Workstation Applications Editors:
1. Provide editing software for each system application at PC workstation.
  2. Downloaded application is executed at controller panel.
  3. Full screen editor for each application allows operator to view and change:
    - a. Configuration.
    - b. Name.
    - c. Control parameters.
    - d. Set-points.
  4. Scheduling:
    - a. Monthly calendar indicates schedules, holidays, and exceptions.
    - b. Allows several related objects to be scheduled and copied to other objects or dates.
    - c. Start and stop times adjustable from master schedule.
  5. Custom Application Programming:
    - a. Create, modify, debug, edit, compile, and download custom application programming during operation and without disruption of all other system applications.
    - b. Programming Features:
      - 1) English oriented language, based on BASIC, FORTRAN, C, or PASCAL syntax allowing for free form programming.
      - 2) Alternative language graphically based using appropriate function blocks suitable for all required functions and amenable to customizing or compounding.
      - 3) Insert, add, modify, and delete custom programming code that incorporates word processing features such as cut/paste and find/replace.
      - 4) Allows the development of independently, executing, program modules designed to enable and disable other modules.
      - 5) Debugging/simulation capability that displays intermediate values and/or results including syntax/execution error messages.
      - 6) Support for conditional statements (IF/THEN/ELSE/ELSE-F) using compound Boolean (AND, OR, and NOT) and/or relations (EQUAL, LESS THAN, GREATER THAN, NOT EQUAL) comparisons.
      - 7) Support for floating-point arithmetic utilizing plus, minus, divide, times, square root operators; including absolute value; minimum/maximum value from a list of values for mathematical functions.
      - 8) Language consisting of resettable, predefined, variables representing time of day, day of the week, month of the year, date; and elapsed time in seconds, minutes, hours, and days where the variable values can be used in IF/THEN comparisons, calculations, programming statement logic, etc.

- 9) Language having predefined variables representing status and results of the system software enables, disables, and changes the set points of the controller software.

## 2.08 CONTROLLER SOFTWARE

- A. All applications reside and operate in the system controllers and editing of all applications occurs at the operator workstation.
- B. System Security:
  1. User access secured via user passwords and user names.
  2. Passwords restrict user to the objects, applications, and system functions as assigned by the system manager.
  3. User Log On/Log Off attempts are recorded.
  4. Automatic Log Off occurs following the last keystroke after a user defined delay time.
- C. Object or Object Group Scheduling:
  1. Weekly Schedules Based on Separate, Daily Schedules:
    - a. Include start, stop, optimal stop, and night economizer.
    - b. 10 events maximum per schedule.
    - c. Start/stop times adjustable for each group object.
  2. Exception Schedules:
    - a. Based on any day of the year.
    - b. Defined up to one year in advance.
    - c. Automatically discarded and replaced with standard schedule for that day of the week upon execution.
  3. Holiday or Special Schedules:
    - a. Capability to define up to 99 schedules.
    - b. Repeated annually.
    - c. Length of each period is operator defined.
- D. Provide standard application for equipment coordination and grouping based on function and location to be used for scheduling and other applications.
- E. Alarms:
  1. Binary object is set to alarm based on the operator specified state.
  2. Analog object to have high/low alarm limits.
  3. All alarming is capable of being automatically and manually disabled.
  4. Alarm Reporting:
    - a. Operator determines action to be taken for alarm event.
    - b. Alarms to be routed to appropriate workstation.
    - c. Reporting Options:
      - 1) Start programs.
- F. Maintenance Management: System monitors equipment status and generates maintenance messages based upon user-designated run-time limits.
- G. Sequencing: Application software based upon specified sequences of operation in Section 230993.
- H. PID Control Characteristics:
  1. Direct or reverse action.
  2. Anti-windup.
  3. Calculated, time-varying, analog value, positions an output or stages a series of outputs.
  4. User selectable controlled variable, set-point, and PED gains.
- I. Staggered Start Application:
  1. Prevents all controlled equipment from simultaneously restarting after power outage.
  2. Order of equipment startup is user selectable.
- J. Energy Calculations:
  1. Accumulated instantaneous power or flow rates are converted to energy use data.
  2. Algorithm calculates a rolling average and allows window of time to be user specified in minute intervals.

3. Algorithm calculates a fixed window average with a digital input signal from a utility meter defining the start of the window period that in turn synchronizes the fixed-window average with that used by the power company.
- K. Anti-Short Cycling:
1. All binary output objects protected from short-cycling.
  2. Allows minimum on-time and off-time to be selected.
- L. On-Off Control with Differential:
1. Algorithm allows binary output to be cycled based on a controlled variable and set-point.
  2. Algorithm to be direct-acting or reverse-acting incorporating an adjustable differential.
- M. Run-Time Totalization:
1. Totalize run-times for all binary input objects.
  2. Provides operator with capability to assign high run-time alarm.

## **2.09 HVAC CONTROL PROGRAMS**

- A. General:
1. Support Inch-pounds and SI (metric) units of measurement.
  2. Identify each HVAC Control system.
- B. Optimal Run Time:
1. Control start-up and shutdown times of HVAC equipment for both heating and cooling.
  2. Base on occupancy schedules, outside air temperature, seasonal requirements, and interior room mass temperature.
  3. Start-up systems by using outside air temperature, room mass temperatures, and adaptive model prediction for how long building takes to warm up or cool down under different conditions.
  4. Use outside air temperature to determine early shut down with ventilation override.

## **2.10 CHILLER CONTROL PROGRAMS**

- A. Chilled Water Reset: Automatically reset controlled chilled water temperature satisfying cooling coil requiring greatest cooling.
- B. Chiller Sequencing: Determine which combination of chillers will most efficiently satisfy chilled water load, by cycling chillers, based on comparing load to switchover limits defined for each chiller.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install control units and other hardware in position on permanent walls where not subject to excessive vibration.
- B. Install software in control units and in operator work station. Implement all features of programs to specified requirements and appropriate to sequence of operation. Refer to Section 230993.
- C. Provide conduit and electrical wiring in accordance with Section 260583. Electrical material and installation shall be in accordance with appropriate requirements of Division 26.

### **3.02 MANUFACTURER'S FIELD SERVICES**

- A. Start and commission systems. Allow sufficient time for start-up and commissioning prior to placing control systems in permanent operation.
- B. Provide service engineer to instruct Owner's representative in operation of systems plant and equipment for 3 day period.

### **3.03 DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate complete and operating system to Owner.

### **3.04 MAINTENANCE**

- A. Provide service and maintenance of energy management and control systems for one years from Date of Substantial Completion.
- B. Provide two complete inspections, one in each season, to inspect, calibrate, and adjust controls as required, and submit written reports.

**END OF SECTION**

**SECTION 230934  
VARIABLE-FREQUENCY MOTOR CONTROLLERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Variable-frequency motor controllers for low-voltage (600 V and less) AC motor applications.
- B. Overcurrent protective devices for motor controllers, including overload relays.

**1.02 RELATED REQUIREMENTS**

- A. Section 230529 - Hangers and Supports for HVAC Piping and Equipment.
- B. Section 230553 - Identification for HVAC Piping and Equipment: Identification products and requirements.
- C. Section 260526 - Grounding and Bonding for Electrical Systems.
- D. Section 262813 - Fuses.

**1.03 REFERENCE STANDARDS**

- A. IEC 60529 - Degrees of Protection Provided by Enclosures (IP Code) 2013 (Corrigendum 2019).
- B. IEEE C57.13 - IEEE Standard Requirements for Instrument Transformers 2016.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- D. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts 2000, with Errata (2008).
- E. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices 2017.
- F. NEMA ICS 6 - Industrial Control and Systems: Enclosures 1993 (Reaffirmed 2016).
- G. NEMA ICS 7 - Standard for Industrial Control and Systems: Adjustable-Speed Drives 2020.
- H. NEMA ICS 7.1 - Safety Standards for Construction and Guide for Selection, Installation, and Operation of Adjustable-Speed Drive Systems 2014.
- I. NEMA ICS 7.2 - Application Guide for AC Adjustable Speed Drive Systems 2015.
- J. NEMA ICS 61800-2 - Adjustable Speed Electrical Power Drive Systems, Part 2: General Requirements-Rating Specifications for Low Voltage Adjustable Frequency AC Power Drive Systems 2005.
- K. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum) 2013.
- L. NEMA MG 1 - Motors and Generators 2018.
- M. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.
- N. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- O. UL 98 - Enclosed and Dead-Front Switches Current Edition, Including All Revisions.
- P. UL 508A - UL Standard for Safety Industrial Control Panels 2018.
- Q. UL 61800-5-1 - Standard for Adjustable Speed Electrical Power Drive Systems - Part 5-1: Safety Requirements – Electrical, Thermal, and Energy Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate work to provide motor controllers suitable for use with actual motors to be installed.
  - 2. Coordinate work to provide controllers and associated wiring suitable for interface with control devices to be installed.
  - 3. Coordinate arrangement with dimensions and clearance requirements of actual equipment to be installed.
  - 4. Verify with manufacturer that conductor terminations are suitable for use with conductors to be installed.

5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for motor controllers, enclosures, overcurrent protective devices, and other installed components and accessories.
- C. Shop Drawings: Indicate dimensions, voltage, controller sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
- D. Field quality control test reports.
- E. Operation and Maintenance Data: Include detailed information on system operation, equipment programming and setup, replacement parts, and recommended maintenance procedures and intervals.
- F. Executed Warranty: Submit documentation of final executed warranty completed in Owner's name and registered with manufacturer.
- G. Project Record Documents: Record actual installed locations of controllers and final equipment settings.
  1. Include nameplate data of actual installed motors and associated overload relay selections and settings.
  2. Motor Circuit Protectors: Include magnetic instantaneous trip settings.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Store in clean, dry space. Maintain factory wrapping or provide additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to internal components, enclosure, and finish.

#### **1.08 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Provide minimum 18 month manufacturer warranty covering repair or replacement due to defective materials or workmanship.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. ABB: [www.abb.com/#sle](http://www.abb.com/#sle).
- B. Danfoss.
- C. Square D.

#### **2.02 VARIABLE-FREQUENCY MOTOR CONTROLLERS**

- A. Provide variable-frequency motor control system consisting of required controller assemblies, operator interfaces, control power transformers, instrumentation and control wiring, sensors, accessories, system programming, etc. as necessary for complete operating system.
- B. Provide products listed, classified, and labeled as suitable for purpose intended.
- C. Variable-Frequency Motor Controller:
  1. Configuration: Packaged controller, nonbypass.
  2. Filtering: Provide input/line reactor and output/load reactor.
  3. Features:
    - a. PID control.



- D. Controller Assemblies: Comply with NEMA ICS 7, NEMA ICS 7.1, and NEMA ICS 61800-2; list and label as complying with UL 61800-5-1 or UL 508A as applicable.
- E. Provide controllers selected for actual installed motors and coupled mechanical loads in accordance with NEMA ICS 7.2, NEMA MG 1 Part 30, and recommendations of manufacturers of both controller and load, where not in conflict with specified requirements; considerations include, but are not limited to:
  - 1. Motor type (e.g., induction, reluctance, and permanent magnet); consider NEMA MG 1 design letter or inverter duty rating for induction motors.
  - 2. Motor load type (e.g., constant torque, variable torque, and constant horsepower); consider duty cycle, impact loads, and high inertia loads.
  - 3. Motor nameplate data.
  - 4. Requirements for speed control range, speed regulation, and braking.
  - 5. Motor suitability for bypass starting method, where applicable.
- F. Devices on Load Side of Controller: Suitable for application across full controller output frequency range.
- G. Operating Requirements:
  - 1. Input Voltage Tolerance: Plus/minus 10 percent of nominal.
  - 2. Input Frequency Tolerance: Plus/minus 5 percent of nominal.
  - 3. Efficiency: Minimum of 96 percent at full speed and load.
  - 4. Input Displacement Power Factor: Minimum of 0.96 throughout speed and load range.
  - 5. Overload Rating:
    - a. Variable Torque Loads: Minimum of 110 percent of nominal for 60 seconds.
    - b. Constant Torque Loads: Minimum of 150 percent of nominal for 60 seconds.
- H. Power Conversion System: Microprocessor-based, pulse width modulation type consisting of rectifier/converter, DC bus/link, and inverter.
  - 1. Rectifier/Converter: Diode-based, 6-pulse type unless otherwise indicated.
- I. Control System:
  - 1. Provide microprocessor-based control system for automatic control, monitoring, and protection of motors. Include sensors, wiring, and connections necessary for functions and status/alarm indications specified.
  - 2. Provide integral operator interface for controller programming, display of status/alarm indications, fault reset, and local control functions including motor run/stop, motor forward/reverse selection, motor speed increase/decrease, and local/remote control selection.
  - 3. Control Functions:
    - a. Control Method: Selectable vector and scalar/volts per hertz unless otherwise indicated.
      - 1) Scalar/Volts per Hertz Control: Provide IR compensation for improved low-speed torque.
      - 2) Vector Control: Provide selectable autotuning function.
    - b. Adjustable acceleration and deceleration time; linear and S-curve ramps; selectable coast to stop.
    - c. Selectable braking control; DC injection or flux braking.
    - d. Adjustable minimum/maximum speed limits.
    - e. Adjustable pulse width modulation switching carrier frequency.
    - f. Adjustable motor slip compensation.
    - g. Selectable autorestart after noncritical fault; programmable number of time delay between restart attempts.
    - h. Automatic response to loss of speed reference; selectable to run motor at last known speed, run motor at designated speed, or stop motor.
    - i. PID Control: Provide integral PID controller employing feedback for closed-loop control where indicated or required.
    - j. Selectable frequency-skipping; minimum of three independently adjustable bands.
    - k. Automatic catching of rotating motor.
    - l. Energy-saving algorithms.

- m. Safety Interlock: Provide permissive run safety interlock capability where indicated or required; upon activation of designated input, stop and prevent operation of motor; operational in both drive and bypass modes where applicable.
- 4. Status Indications:
  - a. Motor run/stop status.
  - b. Motor forward/reverse status.
  - c. Local/remote control status.
  - d. Output voltage.
  - e. Output current.
  - f. Output frequency.
  - g. DC bus voltage.
  - h. Motor speed.
- 5. Protective Functions/Alarm Indications:
  - a. Overcurrent.
  - b. Motor overload.
  - c. Undervoltage.
  - d. Overvoltage.
  - e. Controller overtemperature.
  - f. Input/output phase loss.
  - g. Output short circuit protection.
  - h. Output ground fault protection.
- 6. Inputs:
  - a. Digital Input(s): Three.
  - b. Analog Input(s): Two.
- 7. Outputs:
  - a. Analog Output(s): One.
- 8. Communications: Compatible with connected systems. Provide accessories necessary for proper interface.
  - a. Serial Communications: RS-485; support for BACnet MS/TP protocol.
  - b. Ethernet Communications: Support for Modbus TCP and BACnet IP protocol.
- 9. Features:
  - a. Password-protected security access.
  - b. Event log.
- J. Power Conditioning/Filtering:
  - 1. Provide DC link choke or input/line reactor for each controller unless otherwise indicated or required.
  - 2. Provide where indicated:
    - a. Input/line reactor.
    - b. Input tuned passive filter.
    - c. Output/load reactor.
    - d. Output dV/dt filter.
    - e. Output sine wave filter.
  - 3. Reactor Impedance: 3 percent, unless otherwise indicated or required.
- K. Packaged Controllers: Controllers factory-mounted in separate enclosure with externally operable disconnect and specified accessories.
  - 1. Disconnects: Circuit breaker or disconnect switch type.
    - a. Disconnect Switches: Fusible type or nonfusible type with separate input fuses.
    - b. Provide externally operable handle with means for locking in OFF position. Provide safety interlock to prevent opening cover with disconnect in ON position with capability of overriding interlock for testing purposes.
    - c. Provide auxiliary interlock for disconnection of external control power sources where applicable.
  - 2. Provide door-mounted remote operator interface.
- L. Service Conditions:
  - 1. Provide controllers and associated components suitable for operation under following service conditions without derating:
    - a. Altitude: Less than 3,300 feet.
    - b. Ambient Temperature: Between 32 degrees F and 104 degrees F.

2. Provide controllers and associated components suitable for operation at indicated ratings under service conditions at installed location.
- M. Short Circuit Current Rating:
1. Provide controllers with listed short circuit current rating not less than available fault current at installed location as indicated on drawings.
  2. Provide line/input reactors where specified by manufacturer for required short circuit current rating.
  3. Label equipment utilizing series ratings as required by NFPA 70.
- N. Conductor Terminations: Suitable for use with conductors to be installed.
- O. Enclosures:
1. Comply with NEMA ICS 6.
  2. NEMA 250 Environment Type or Equivalent IEC 60529 Rating: Unless otherwise indicated, as specified for following installation locations:
    - a. Indoor Clean, Dry Locations: Type 1 or Type 12.
  3. Finish: Manufacturer's standard unless otherwise indicated.
  4. Cooling: Forced air or natural convection as determined by manufacturer.
- P. Instrument Transformers:
1. Comply with IEEE C57.13.
  2. Select suitable ratio, burden, and accuracy as required for connected devices.
  3. Current Transformers: Connect secondaries to shorting terminal blocks.
  4. Potential Transformers: Include primary and secondary fuses with disconnecting means.
- Q. Interface with Other Work:
1. Provide products compatible with other systems requiring interface with controllers.
  2. Interface with building automation system.

### 2.03 OVERCURRENT PROTECTIVE DEVICES

- A. Overload Relays:
1. Provide overload relays and, where applicable, associated current elements/heaters selected for actual installed motor nameplate data, in accordance with manufacturer's recommendations and NFPA 70; include consideration for motor service factor and ambient temperature correction, where applicable.
  2. Comply with NEMA ICS 2.
  3. Inverse-Time Trip Class Rating: Class 20 unless otherwise indicated or required.
  4. Trip-free operation.
  5. Visible trip indication.
  6. Resettable:
    - a. Employ manual reset unless otherwise indicated.
    - b. Do not employ automatic reset with two-wire control.
- B. Fusible Disconnect Switches:
1. Description: Quick-make, quick-break, dead-front fusible switch units complying with NEMA KS 1, and listed and labeled as complying with UL 98; ratings, configurations, and features as indicated or as required.
  2. Fuse Clips: As required to accept indicated fuses.
  3. Provide externally operable handle with means for locking in OFF position. Provide means for locking switch cover in closed position. Provide safety interlock to prevent opening of cover with switch in ON position with capability of overriding interlock for testing purposes.

### 2.04 ACCESSORIES

- A. Auxiliary Contacts:
1. Comply with NEMA ICS 5.
  2. Provide number and type of contacts indicated or required to perform necessary functions, including holding (seal-in) circuit and interlocking, plus one normally open (NO) and one normally closed (NC) spare contact for each bypass motor starter, minimum.
- B. Control Power Transformers:
1. Size to accommodate burden of contactor coil(s) and connected auxiliary devices.

2. Include primary and secondary fuses.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install in accordance with NEMA ICS 7.1 and manufacturer's instructions.
- C. Do not exceed manufacturer's recommended maximum cable length between controller and motor.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required support and attachment in accordance with Section 230529.
- F. Install controllers plumb and level.
- G. Provide grounding and bonding in accordance with Section 260526.
- H. Install field-installed devices, components, and accessories.
- I. Provide fuses complying with Section 262813 for fusible switches as indicated.
- J. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.
- K. Set field-adjustable settings of controllers and associated components according to installed motor requirements, in accordance with recommendations of manufacturers of controller and load.

### **3.02 FIELD QUALITY CONTROL**

- A. Provide services of manufacturer's authorized representative to observe installation and assist in inspection and testing. Include manufacturer's reports with submittals.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.17. Insulation-resistance test on control wiring listed as optional is not required.
- D. Fusible Switches: Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
- E. Correct deficiencies and replace damaged or defective controllers or associated components.

### **3.03 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

### **3.04 CLEANING**

- A. Clean dirt and debris from controller enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

### **3.05 CLOSEOUT ACTIVITIES**

- A. Demonstration: Demonstrate proper operation of controllers to Owner, and correct deficiencies or make adjustments as directed.
- B. Training: Train Owner's personnel on operation, adjustment, and maintenance of controllers and associated devices.
  1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  2. Provide minimum of two hours of training.
  3. Instructor: Manufacturer's authorized representative.

**END OF SECTION**

**SECTION 232113  
HYDRONIC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Hydronic system requirements.
- B. Chilled water piping, above grade.
- C. Equipment drains and overflows.
- D. Pipe hangers and supports.
- E. Unions, flanges, mechanical couplings, and dielectric connections.
- F. Valves:
  - 1. Ball valves.
  - 2. Butterfly valves.
  - 3. Check valves.
  - 4. Pressure independent temperature control valves and balancing valves.
- G. Flow controls.

**1.02 RELATED REQUIREMENTS**

- A. Section 230523 - General-Duty Valves for HVAC Piping.
- B. Section 230548 - Vibration and Seismic Controls for HVAC.
- C. Section 230553 - Identification for HVAC Piping and Equipment.
- D. Section 230719 - HVAC Piping Insulation.
- E. Section 232500 - HVAC Water Treatment: Pipe cleaning.

**1.03 REFERENCE STANDARDS**

- A. ANSI/FCI 70-2 - Control Valve Seat Leakage 2013.
- B. ASME BPVC-IX - Qualification Standard for Welding, Brazing, and Fusing Procedures; Welders; Brazers; and Welding, Brazing, and Fusing Operators - Welding Brazing and Fusing Qualifications 2019.
- C. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300 2016.
- D. ASME B16.15 - Cast Copper Alloy Threaded Fittings Classes 125 and 250 2018.
- E. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings 2018.
- F. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings 2018.
- G. ASME B16.34 - Valves - Flanged, Threaded and Welding End 2017.
- H. ASME B31.9 - Building Services Piping 2020.
- I. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless 2020.
- J. ASTM A106/A106M - Standard Specification for Seamless Carbon Steel Pipe for High-Temperature Service 2019a.
- K. ASTM A183 - Standard Specification for Carbon Steel Track Bolts and Nuts 2014 (Reapproved 2020).
- L. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service 2019.
- M. ASTM A536 - Standard Specification for Ductile Iron Castings 1984 (Reapproved 2014).
- N. ASTM B32 - Standard Specification for Solder Metal 2020.
- O. ASTM B88 - Standard Specification for Seamless Copper Water Tube 2020.
- P. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric) 2020.
- Q. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120 2015, with Editorial Revision (2018).
- R. ASTM D2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series) 2020.

- S. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40 2021.
- T. ASTM D2467 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80 2020.
- U. ASTM D2855 - Standard Practice for the Two-Step (Primer & Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets 2020.
- V. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers 1992, with Editorial Revision (2018).
- W. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications 2007 (Reapproved 2019).
- X. AWS D1.1/D1.1M - Structural Welding Code - Steel 2020.
- Y. AWWA C606 - Grooved and Shouldered Joints 2015.
- Z. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation 2018.

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Welders Certificate: Include welders certification of compliance with ASME BPVC-IX.
- C. Product Data:
  - 1. Include data on pipe materials, pipe fittings, valves, and accessories.
  - 2. Indicate valve data and ratings.
- D. Manufacturer's Installation Instructions: Indicate hanging and support methods, joining procedures.
- E. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

#### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with minimum three years of documented experience.
- B. Provide all grooved joint couplings, fittings, valves, specialties, and grooving tools from a single manufacturer.
- C. Date stamp all castings used for coupling housings, fittings, valve bodies, etc. for quality assurance and traceability.
- D. Welder Qualifications: Certify in accordance with ASME BPVC-IX.
  - 1. Provide certificate of compliance from authority having jurisdiction, indicating approval of welders.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

### **PART 2 PRODUCTS**

#### **2.01 HYDRONIC SYSTEM REQUIREMENTS**

- A. Comply with ASME B31.9 and applicable federal, state, and local regulations.
- B. Piping: Provide piping, fittings, hangers and supports as required, as indicated, and as follows:
  - 1. Where more than one piping system material is specified, provide joining fittings that are compatible with piping materials and ensure that the integrity of the system is not jeopardized.
  - 2. Use non-conducting dielectric connections whenever jointing dissimilar metals.

3. Grooved mechanical joints may be used in accessible locations only.
    - a. Accessible locations include those exposed on interior of building, in pipe chases, and in mechanical rooms, aboveground outdoors, and as approved by Architect.
    - b. Grooved mechanical connections and joints comply with AWWA C606.
      - 1) Steel: Comply with ASTM A106/A106M, Grade B or ASTM A53/A53M.
    - c. Use rigid joints unless otherwise indicated.
    - d. Use gaskets of molded synthetic rubber with central cavity, pressure responsive configuration and complying with ASTM D2000, Grade 2CA615A15B44F17Z for circulating medium up to maximum 230 degrees F or Grade M3BA610A15B44Z for circulating medium up to maximum 200 degrees F.
    - e. Provide steel coupling nuts and bolts complying with ASTM A183.
  4. Provide pipe hangers and supports in accordance with ASME B31.9 or MSS SP-58 unless indicated otherwise.
- C. Pipe-to-Valve and Pipe-to-Equipment Connections: Use flanges or unions to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.
1. Where grooved joints are used in piping, provide grooved valve/equipment connections if available; if not available, provide flanged ends and grooved flange adapters.
- D. Valves: Provide valves where indicated:
1. Provide drain valves where indicated, and if not indicated provide at least at main shut-off, low points of piping, bases of vertical risers, and at equipment. Use 3/4 inch gate valves with cap; pipe to nearest floor drain.
  2. Isolate equipment using butterfly valves with lug end flanges.
  3. For throttling, bypass, or manual flow control services, use globe, ball, or butterfly valves.
  4. For throttling and isolation service in chilled water systems, use only butterfly valves.
  5. In heating water or chilled water systems, butterfly valves may be used interchangeably with gate and globe valves.
  6. For shut-off and to isolate parts of systems or vertical risers, use ball or butterfly valves.

## 2.02 CHILLED WATER PIPING, ABOVE GRADE

- A. Steel Pipe: ASTM A53/A53M, Schedule 40, black; using one of the following joint types:
1. Welded Joints: ASTM A234/A234M, wrought steel welding type fittings; AWS D1.1/D1.1M welded.
  2. Threaded Joints: ASME B16.3, malleable iron fittings.
  3. Grooved Joints: AWWA C606 grooved pipe, fittings of same material, and mechanical couplings.
- B. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), hard drawn; using one of the following joint types:
1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22, solder wrought copper fittings.
    - a. Solder: ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.
  2. Grooved Joints: AWWA C606 grooved tube, fittings of same material, and copper-tube-dimension mechanical couplings.

## 2.03 EQUIPMENT DRAINS AND OVERFLOWS

- A. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), drawn; using one of the following joint types:
1. Solder Joints: ASME B16.18 cast brass/bronze or ASME B16.22 solder wrought copper fittings; ASTM B32 lead-free solder, HB alloy (95-5 tin-antimony) or tin and silver.
- B. PVC Pipe: ASTM D1785, Schedule 40, or ASTM D2241, SDR 21 or 26.
1. Fittings: ASTM D2466 or D2467, PVC.
  2. Joints: Solvent welded in accordance with ASTM D2855.

## 2.04 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.

1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
  2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch: Malleable iron, adjustable swivel, split ring.
  3. Hangers for Cold Pipe Sizes 2 Inches and Greater: Carbon steel, adjustable, clevis.
  4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
  5. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
  6. Wall Support for Pipe Sizes 4 Inches and Greater: Welded steel bracket and wrought steel clamp.
  7. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
  8. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.
  9. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.
  10. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.
- B. In grooved installations, use rigid couplings with offsetting angle-pattern bolt pads or with wedge shaped grooves in header piping to permit support and hanging in accordance with ASME B31.9.

## **2.05 UNIONS, FLANGES, MECHANICAL COUPLINGS, AND DIELECTRIC CONNECTIONS**

- A. Unions for Pipe 2 Inches and Less:
1. Ferrous Piping: 150 psig malleable iron, threaded.
  2. Copper Pipe: Bronze, soldered joints.
- B. Flanges for Pipe 2 Inches and Greater:
1. Ferrous Piping: 150 psig forged steel, slip-on.
  2. Copper Piping: Bronze.
- C. Mechanical Couplings for Grooved and Shouldered Joints: Two or more curved housing segments with continuous key to engage pipe groove, circular C-profile gasket, and bolts to secure and compress gasket.
1. Dimensions and Testing: In accordance with AWWA C606.
  2. Mechanical Couplings: Comply with ASTM F1476.
  3. Housing Material: Ductile iron, galvanized complying with ASTM A536.
  4. Gasket Material: EPDM suitable for operating temperature range from minus 30 degrees F to 230 degrees F.
  5. Bolts and Nuts: Hot dipped galvanized or zinc-electroplated steel.
  6. When pipe is field grooved, provide coupling manufacturer's grooving tools.
- D. Dielectric Connections:
1. Waterways:
    - a. Water impervious insulation barrier capable of limiting galvanic current to 1 percent of short circuit current in a corresponding bimetallic joint.
    - b. Dry insulation barrier able to withstand 600 volt breakdown test.
    - c. Construct of galvanized steel with threaded end connections to match connecting piping.
    - d. Suitable for the required operating pressures and temperatures.
  2. Flanges:
    - a. Dielectric flanges with same pressure ratings as standard flanges.
    - b. Water impervious insulation barrier capable of limiting galvanic current to 1 percent of short circuit current in a corresponding bimetallic joint.
    - c. Dry insulation barrier able to withstand 600 volt breakdown test.
    - d. Construct of galvanized steel with threaded end connections to match connecting piping.
    - e. Suitable for the required operating pressures and temperatures.

## **2.06 BALL VALVES**

- A. Manufacturers:
1. Apollo Valves: [www.apollovalves.com/#sle](http://www.apollovalves.com/#sle).
  2. Grinnell Products: [www.grinnell.com/#sle](http://www.grinnell.com/#sle).



3. Shurjoint Piping Products, Inc: [www.shurjoint.com/#sle](http://www.shurjoint.com/#sle).
- B. Up To and Including 2 Inches:
  1. Bronze one piece body, chrome plated brass ball, teflon seats and stuffing box ring, lever handle with balancing stops, solder ends with union.
- C. Over 2 Inches:
  1. Ductile iron body, chrome plated stainless steel ball, teflon or Virgin TFE seat and stuffing box seals, lever handle or gear operated, flanged ends, rated to 800 psi.

## **2.07 BUTTERFLY VALVES**

- A. Manufacturers:
  1. Apollo Valves: [www.apollovalves.com/#sle](http://www.apollovalves.com/#sle).
  2. Grinnell Products: [www.grinnell.com/#sle](http://www.grinnell.com/#sle).
  3. Shurjoint Piping Products, Inc: [www.shurjoint.com/#sle](http://www.shurjoint.com/#sle).
- B. Body: Cast or ductile iron with resilient replaceable EPDM seat, wafer or lug ends, extended neck.
- C. Disc: Construct of aluminum bronze, chrome plated ductile iron, stainless steel, ductile iron with EPDM encapsulation, or Buna-N encapsulation.
- D. Stem: Stainless steel with stem offset from the centerline to provide full 360 degree circumferential setting.
- E. Operator: 10 position lever handle.

## **2.08 SWING CHECK VALVES**

- A. Manufacturers:
  1. Apollo Valves: [www.apollovalves.com/#sle](http://www.apollovalves.com/#sle).
  2. Grinnell Products: [www.grinnell.com/#sle](http://www.grinnell.com/#sle).
  3. Shurjoint Piping Products, Inc: [www.shurjoint.com/#sle](http://www.shurjoint.com/#sle).
- B. Up To and Including 2 Inches:
  1. Bronze body, bronze trim, bronze rotating swing disc, with composition disc, solder ends.
- C. Over 2 Inches:
  1. Iron body, bronze trim, stainless steel, bronze, or bronze faced rotating swing disc, renewable disc and seat, flanged ends.

## **2.09 PRESSURE INDEPENDENT TEMPERATURE CONTROL VALVES AND BALANCING VALVES**

- A. Control Valves: Factory-fabricated pressure independent with internal differential pressure regulator (DPRV) which automatically adjusts to normal changes in system pressure and provides 100 percent control valve authority at all positions of the valve.
  1. Maintain proportional and linear flow coil characteristics.
  2. PICV to accurately control the flow from 0 to 100 percent full rated flow with an operating pressure differential range of 3 to 60 psig.
  3. Provide ANSI/FCI 70-2 Class 4 shut-off on all sizes and field serviceable.
  4. Provide control valve to incorporate control, balancing and flow limiting. Hydronic system pressure independent control valve bodies to comply with ASME B16.34 or ASME B16.15 pressure and temperature class ratings based on the design operating temperature and 150 percent of the system design operating pressure and have the following characteristics:
    - a. 2 NPS and Smaller: Class 150 bronze or brass body with union connections, stainless steel trim trim, stainless steel rising stem, stainless steel disc or ball, and screwed ends with backseating capacity repackable under pressure.
    - b. 2-1/2 NPS and Larger: Class 125 iron or ductile iron body, stainless steel trim, stainless steel rising stem, stainless steel disc or ball, flanged ends with backseating capacity repackable under pressure.
    - c. Pressure Control Seat: Brass construction with vulcanized EPDM.
    - d. Sizing: Line-size.
    - e. Fittings and Components: All fittings and components to meet ANSI standards and be compatible with readily available components. 8 inch valves and above to be provided with proper companion flanges.

- f. Close-Off (Differential) Pressure Rating: Combination of actuator, DPRV action, and trim to provide a minimum close-off pressure rating of 150 percent of total system (pump) head. Provide actuator from the same manufacturer as the pressure independent control valve.
- B. Electronic Actuators: Direct-mounted, self-calibrating type designed for minimum 60,000 full-stroke cycles at rated force.
- C. Provide actuator with visible position indication. Fail positions on power failure to include in-place, open or closed as indicated in the controls specifications.
  - 1. Valves: Sized for maximum circuit flow rate and nominally, line-sized.
  - 2. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
  - 3. Fail-Safe Operation: Mechanical, spring-return mechanism or capacitance return.

## 2.10 FLOW CONTROLS

- A. Manufacturers:
  - 1. Griswold Controls: [www.griswoldcontrols.com/#sle](http://www.griswoldcontrols.com/#sle).
  - 2. Hays Fluid Controls: [www.haysfluidcontrols.com/#sle](http://www.haysfluidcontrols.com/#sle).
  - 3. ITT Bell & Gossett: [www.bellgossett.com/#sle](http://www.bellgossett.com/#sle).
  - 4. Taco, Inc: [www.taco-hvac.com/#sle](http://www.taco-hvac.com/#sle).
- B. Construction: Class 125, Brass or bronze body with union on inlet and outlet, temperature and pressure test plug on inlet and outlet, blowdown/backflush drain.
- C. Calibration: Control flow within 10 percent of selected rating, over operating pressure range of 10 times minimum pressure required for control, minimum pressure 2 psi.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Prepare pipe for grooved mechanical joints as required by coupling manufacturer.
- C. Remove scale and dirt on inside and outside before assembly.
- D. Prepare piping connections to equipment using jointing system specified.
- E. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.
- F. After completion, fill, clean, and treat systems. Refer to Section 232500 for additional requirements.

### 3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- C. Route piping in orderly manner, parallel to building structure, and maintain gradient.
- D. Install piping to conserve building space and to avoid interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Sleeve pipe passing through partitions, walls and floors.
- G. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified.
- H. Slope piping and arrange to drain at low points.
- I. Grooved Joints:
  - 1. Install in accordance with the manufacturer's latest published installation instructions.
  - 2. Gaskets to be suitable for the intended service, molded, and produced by the coupling manufacturer.
- J. Inserts:
  - 1. Provide inserts for placement in concrete formwork.
  - 2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
  - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.

4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
  5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.
- K. Pipe Hangers and Supports:
1. Install in accordance with ASME B31.9, ASTM F708, or MSS SP-58.
  2. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
  3. Place hangers within 12 inches of each horizontal elbow.
  4. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
  6. Provide copper plated hangers and supports for copper piping.
  7. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- L. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 220719.
- M. Use eccentric reducers to maintain top of pipe level.
- N. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.
- O. Install valves with stems upright or horizontal, not inverted.

### 3.03 SCHEDULES

- A. Hanger Spacing for Copper Tubing.
1. 1/2 inch and 3/4 inch: Maximum span, 5 feet; minimum rod size, 1/4 inch.
  2. 1 inch: Maximum span, 6 feet; minimum rod size, 1/4 inch.
  3. 1-1/2 inch and 2 inch: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  4. 2-1/2 inch: Maximum span, 9 feet; minimum rod size, 3/8 inch.
  5. 3 inch: Maximum span, 10 feet; minimum rod size, 3/8 inch.
  6. 4 inch: Maximum span, 12 feet; minimum rod size, 1/2 inch.
  7. 6 inch: Maximum span, 14 feet; minimum rod size, 1/2 inch.
- B. Hanger Spacing for Steel Piping.
1. 1/2 inch, 3/4 inch, and 1 inch: Maximum span, 7 feet; minimum rod size, 1/4 inch.
  2. 1-1/4 inches: Maximum span, 8 feet; minimum rod size, 3/8 inch.
  3. 1-1/2 inches: Maximum span, 9 feet; minimum rod size, 3/8 inch.
  4. 2 inches: Maximum span, 10 feet; minimum rod size, 3/8 inch.
  5. 2-1/2 inches: Maximum span, 11 feet; minimum rod size, 3/8 inch.
  6. 3 inches: Maximum span, 12 feet; minimum rod size, 3/8 inch.
  7. 4 inches: Maximum span, 14 feet; minimum rod size, 1/2 inch.
  8. 6 inches: Maximum span, 17 feet; minimum rod size, 1/2 inch.

**END OF SECTION**

**SECTION 232114  
HYDRONIC SPECIALTIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Expansion tanks.
- B. Air vents.
- C. Air separators.
- D. Strainers.
- E. Suction diffusers.
- F. Pump connectors.
- G. Combination pump discharge valves.
- H. Pressure-temperature test plugs.
- I. Balancing valves.
- J. Combination flow controls.
- K. Flow meters.
- L. Relief valves.
- M. Pressure reducing valves.

**1.02 RELATED REQUIREMENTS**

- A. Section 232113 - Hydronic Piping.
- B. Section 232500 - HVAC Water Treatment: Pipe cleaning.

**1.03 REFERENCE STANDARDS**

- A. ASME B16.5 - Pipe Flanges and Flanged Fittings NPS 1/2 Through NPS 24 Metric/Inch Standard 2017.
- B. ASME BPVC-VIII-1 - Boiler and Pressure Vessel Code, Section VIII, Division 1: Rules for Construction of Pressure Vessels 2019.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product data for manufactured products and assemblies required for this project. Include component sizes, rough-in requirements, service sizes, and finishes. Include product description and model.
- C. Certificates: Inspection certificates for pressure vessels from authority having jurisdiction.
- D. Manufacturer's Installation Instructions: Indicate hanging and support methods, joining procedures.
- E. Maintenance Contract.
- F. Project Record Documents: Record actual locations of flow controls.
- G. Maintenance Data: Include installation instructions, assembly views, lubrication instructions, and replacement parts list.

**1.05 QUALITY ASSURANCE**

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

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

## **PART 2 PRODUCTS**

### **2.01 EXPANSION TANKS**

- A. Manufacturers:
  - 1. Amtrol Inc: [www.amtrol.com/#sle](http://www.amtrol.com/#sle).
  - 2. ITT Bell & Gossett: [www.bellgossett.com/#sle](http://www.bellgossett.com/#sle).
  - 3. Taco, Inc: [www.taco-hvac.com/#sle](http://www.taco-hvac.com/#sle).
- B. Construction: Welded steel, tested and stamped in accordance with ASME BPVC-VIII-1; supplied with National Board Form U-1, rated for working pressure of 125 psi, with flexible EPDM diaphragm or bladder sealed into tank, and steel support stand.
- C. Accessories: Pressure gauge and air-charging fitting, tank drain; precharge to pressure specified in drawings.
- D. Automatic Cold Water Fill Assembly: Pressure reducing valve, reduced pressure double check back flow preventer, test cocks, strainer, vacuum breaker, and valved by-pass.

### **2.02 AIR VENTS**

- A. Float Type:
  - 1. Brass or semi-steel body, copper, polypropylene, or solid non-metallic float, stainless steel valve and valve seat; suitable for system operating temperature and pressure; with isolating valve.
  - 2. Cast iron body and cover, float, bronze pilot valve mechanism suitable for system operating temperature and pressure; with isolating valve.

### **2.03 AIR SEPARATORS**

- A. Coalescing Air/Dirt Separators:
  - 1. Manufacturers:
    - a. Armstrong International, Inc: [www.armstronginternational.com/#sle](http://www.armstronginternational.com/#sle).
    - b. ITT Bell & Gossett: [www.bellgossett.com/#sle](http://www.bellgossett.com/#sle).
    - c. Spirotherm, Inc: [www.spirotherm.com/#sle](http://www.spirotherm.com/#sle).
    - d. Taco
  - 2. Tank: Fabricated steel tank; tested and stamped in accordance with ASME BPVC-VIII-1; for 150 psi operating pressure and 270 degrees F maximum operating temperature; subject to the requirements of the application and the manufacturer's standard maximum operating conditions.
  - 3. Coalescing Medium: Provide stainless steel medium filling the entire vessel to suppress turbulence and provide air elimination efficiency of 100 percent free air, 100 percent entrained air, and 99.6 percent dissolved air at the installed location.
  - 4. Air Vent: Integral float actuated air vent at top fitting of tank rated at 150 psi, threaded to the top of the separator.
  - 5. Inlet and Outlet Connections: Threaded for 2 NPS and smaller; Class 150 flanged connections for 2-1/2 NPS and larger.
  - 6. Blowdown Connection: Threaded.
  - 7. Size: Match system flow capacity.

### **2.04 STRAINERS**

- A. Size 2 inch and Under:
  - 1. Screwed brass or iron body for 175 psi working pressure, Y pattern with 1/32 inch stainless steel perforated screen.
- B. Size 2-1/2 inch to 4 inch:
  - 1. Provide flanged iron body for 175 psi working pressure, Y pattern with 3/64 inch stainless steel perforated screen.
- C. Size 5 inch and Larger:
  - 1. Provide flanged iron body for 175 psi working pressure, basket pattern with 1/8 inch stainless steel perforated screen.

### **2.05 SUCTION DIFFUSERS**

- A. Manufacturers:
  - 1. Grinnell Products: [www.grinnell.com/#sle](http://www.grinnell.com/#sle).
  - 2. ITT Bell & Gossett: [www.bellgossett.com/#sle](http://www.bellgossett.com/#sle).

3. Taco
- B. Fitting: Angle pattern, cast-iron body, threaded for 2 inch and smaller, flanged for 2-1/2 inch and larger, rated for 175 psi working pressure, with inlet vanes, cylinder strainer with 3/16 inch diameter openings, disposable 5/32 inch mesh strainer to fit over cylinder strainer, 20 mesh start up screen, and permanent magnet located in flow stream and removable for cleaning.
- C. Accessories: Adjustable foot support, blowdown tapping in bottom, gauge tapping in side.

## **2.06 PUMP CONNECTORS**

- A. Flexible Connectors: Flanged, braided type with wetted components of stainless steel, sized to match piping.
  1. Maximum Allowable Working Pressure: 150 psig at 120 degrees F.
  2. Accommodate the Following:
    - a. Axial Deflection in Compression and Expansion: 1 inch.
    - b. Lateral Movement: 1 inch.
    - c. Angular Rotation: 15 degrees.
    - d. Force developed by 1.5 times specified maximum allowable operating pressure.
  3. End Connections: Same as specified for pipe jointing.

## **2.07 COMBINATION PUMP DISCHARGE VALVES**

- A. Valves: Straight or angle pattern, flanged cast-iron valve body with bolt-on bonnet for 175 psi operating pressure, non-slam check valve with spring-loaded bronze disc and seat, stainless steel stem, and calibrated adjustment permitting flow regulation.

## **2.08 PRESSURE-TEMPERATURE TEST PLUGS**

- A. Construction: Brass body designed to receive temperature or pressure probe with removable protective cap, and Neoprene rated for minimum 200 degrees F.
- B. Application: Use extended length plugs to clear insulated piping.

## **2.09 BALANCING VALVES**

- A. Manufacturers:
  1. Armstrong International, Inc: [www.armstronginternational.com/#sle](http://www.armstronginternational.com/#sle).
  2. Ferguson Enterprises Inc: [www.fnw.com/#sle](http://www.fnw.com/#sle).
  3. Hays Fluid Controls: [www.haysfluidcontrols.com/#sle](http://www.haysfluidcontrols.com/#sle).
  4. ITT Bell & Gossett: [www.bellgossett.com/#sle](http://www.bellgossett.com/#sle).
  5. Taco, Inc: [www.taco-hvac.com/#sle](http://www.taco-hvac.com/#sle).
- B. Size 2 inch and Smaller:
  1. Provide ball or globe style with flow balancing, flow measurement, and shut-off capabilities, memory stops, minimum of two metering ports and NPT threaded or soldered connections.
  2. Metal construction materials consist of bronze or brass.
  3. Non-metal construction materials consist of Teflon, EPDM, or engineered resin.
- C. Size 2.5 inch and Larger:
  1. Provide ball or globe style with flow balancing, flow measurement, and shut-off capabilities, memory stops, minimum of two metering ports and flanged connections.
  2. Valve body construction materials consist of cast iron, carbon steel, or ductile iron.
  3. Internal components construction materials consist of brass, aluminum bronze, bronze, Teflon, EPDM, NORYL, or engineered resin.

## **2.10 FLOW METERS**

- A. Manufacturers:
  1. Dwyer Instruments, Inc: [www.dwyer-inst.com/#sle](http://www.dwyer-inst.com/#sle).
  2. EMCO Flow Systems: [www.emcoflow.com/#sle](http://www.emcoflow.com/#sle).

## **2.11 RELIEF VALVES**

- A. Bronze body, teflon seat, stainless steel stem and springs, automatic, direct pressure actuated, capacities ASME certified and labelled.

## **2.12 PRESSURE REDUCING VALVES**

- A. Operation: Automatically feeds make-up water to the hydronic system whenever pressure in the system drops below the pressure setting of the valve. Refer to Section 232113.
- B. Materials of Construction:
  - 1. Valve Body: Constructed of bronze, cast iron, brass, or iron.
  - 2. Internal Components: Construct of stainless steel or brass and engineered plastics or composition material.
- C. Connections:
  - 1. NPT threaded: 0.50 inch or 0.75 inch.
- D. Provide integral check valve and strainer.
- E. Maximum Inlet Pressure: 100 psi.
- F. Maximum Fluid Temperature: 180 degrees F.
- G. Operating Pressure Range: Between 10 psi and 25 psi.

### **2.13 AUTOMATIC FLOW LIMITING VALVES**

- A. Manufacturers:
  - 1. Griswold Controls LLC; Isolator R Valve: [www.griswoldcontrols.com/#sle](http://www.griswoldcontrols.com/#sle).
  - 2. Hays Fluid Controls: [www.haysfluidcontrols.com/#sle](http://www.haysfluidcontrols.com/#sle).
- B. Size 2.5 inch to 24 inch:
  - 1. Class: 150.
  - 2. Provide wafer style with flow balancing, flow measurement, and shut-off capabilities, memory stops, minimum of two metering ports and flanged connections.
  - 3. Valve body construction materials consist of cast iron, carbon steel, ductile iron, or gray iron.
  - 4. Internal components construction materials consist of brass, aluminum bronze, bronze, Teflon, EPDM, NORYL, or engineered resin.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install specialties in accordance with manufacturer's instructions.
- B. Provide automatic air vents at system high points and as indicated.
- C. Provide air separator on suction side of system circulation pump and connect to expansion tank.
- D. Provide valved drain and hose connection on strainer blow down connection.
- E. Provide pump suction fitting on suction side of base mounted centrifugal pumps where indicated. Remove temporary strainers after cleaning systems.
- F. Provide combination pump discharge valve on discharge side of base mounted centrifugal pumps where indicated.
- G. Support pump fittings with floor mounted pipe and flange supports.
- H. Provide relief valves on pressure tanks, low pressure side of reducing valves, heat exchangers, and expansion tanks.
- I. Select system relief valve capacity so that it is greater than make-up pressure reducing valve capacity. Select equipment relief valve capacity to exceed rating of connected equipment.
- J. Pipe relief valve outlet to nearest floor drain.

**END OF SECTION**

## **SECTION 232123 HYDRONIC PUMPS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Close-coupled pumps.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 230513 - Common Motor Requirements for HVAC Equipment.
- B. Section 230548 - Vibration and Seismic Controls for HVAC.
- C. Section 230716 - HVAC Equipment Insulation.
- D. Section 230719 - HVAC Piping Insulation.
- E. Section 232113 - Hydronic Piping.
- F. Section 232114 - Hydronic Specialties.

#### **1.03 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. UL 778 - Standard for Motor-Operated Water Pumps Current Edition, Including All Revisions.

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide certified pump curves showing performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Include electrical characteristics and connection requirements.
- C. Millwright's Certificate: Certify that base mounted pumps have been aligned.
- D. Manufacturer's Installation Instructions: Indicate hanging and support requirements and recommendations.
- E. Operation and Maintenance Data: Include installation instructions, assembly views, lubrication instructions, and replacement parts list.

#### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacture, assembly, and field performance of pumps, with minimum three years of documented experience.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Armstrong Fluid Technology, Inc: [www.armstrongfluidtechnology.com/#sle](http://www.armstrongfluidtechnology.com/#sle).
- B. Bell & Gossett, a Xylem Inc. brand: [www.bellgossett.com/#sle](http://www.bellgossett.com/#sle).
- C. Taco.

#### **2.02 HVAC PUMPS - GENERAL**

- A. Provide pumps that operate at specified system fluid temperatures without vapor binding and cavitation, are non-overloading in parallel or individual operation, and operate within 25 percent of midpoint of published maximum efficiency curve.
- B. Products Requiring Electrical Connection: Listed and classified by UL or testing agency acceptable to Authority Having Jurisdiction as suitable for the purpose specified and indicated.

#### **2.03 CLOSE COUPLED PUMPS**

- A. Type: Horizontal shaft, single stage, close coupled, radially split casing, for 125 psi maximum working pressure.
- B. Casing: Cast iron, with suction and discharge gauge ports, renewable bronze casing wearing rings, seal flush connection, drain plug, flanged suction and discharge.
- C. Impeller: Bronze, fully enclosed, keyed to motor shaft extension.



- D. Shaft: Stainless steel.
- E. Seal: Mechanical seal, 225 degrees F maximum continuous operating temperature.
- F. Electrical Characteristics:
  - 1. Motor: 1750 rpm unless specified otherwise; refer to Section 230513.
  - 2. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Verify that electric power is available and of the correct characteristics.

#### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Provide access space around pumps for service. Provide no less than minimum space recommended by manufacturer.
- C. Decrease from line size with long radius reducing elbows or reducers. Support piping adjacent to pump such that no weight is carried on pump casings. For close-coupled or base-mounted pumps, provide supports under elbows on pump suction and discharge line sizes 4 inches and over.
- D. Provide line sized shut-off valve and strainer on pump suction, and line sized soft seat check valve and balancing valve on pump discharge.
- E. Provide air cock and drain connection on horizontal pump casings.
- F. Provide drains for bases and seals, piped to and discharging into floor drains.
- G. Check, align, and certify alignment of base-mounted pumps prior to start-up.
- H. Lubricate pumps before start-up.
- I. Provide side-stream filtration system for closed loop systems. Install across pump with flow from pump discharge to pump suction from pump tapings.

**END OF SECTION**

**SECTION 232500  
HVAC WATER TREATMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Materials.
  - 1. System cleaner.
  - 2. Closed system treatment (water).
- B. By-pass (pot) feeder.
- C. Side-stream filtration equipment.

**1.02 RELATED REQUIREMENTS**

- A. Section 232113 - Hydronic Piping.
- B. Section 232114 - Hydronic Specialties.

**1.03 REFERENCE STANDARDS**

- A. UL (DIR) - Online Certifications Directory Current Edition.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide chemical treatment materials, chemicals, and equipment including electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate system schematic, equipment locations, and controls schematics, electrical characteristics and connection requirements.
- D. Manufacturer's Installation Instructions: Indicate placement of equipment in systems, piping configuration, and connection requirements.
- E. Operation and Maintenance Data: Include data on chemical feed pumps, agitators, and other equipment including spare parts lists, procedures, and treatment programs. Include step by step instructions on test procedures including target concentrations.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. AmSolv-Amrep, Inc: [www.amsolv.com/#sle](http://www.amsolv.com/#sle).
- B. GE Water & Process Technologies: [www.gewater.com/#sle](http://www.gewater.com/#sle).
- C. Nalco, an Ecolab Company: [www.nalco.com/#sle](http://www.nalco.com/#sle).

**2.02 REGULATORY REQUIREMENTS**

- A. Comply with applicable codes for addition of non-potable chemicals to building mechanical systems and to public sewage systems.
- B. Comply with UL (DIR) requirements.

**2.03 MATERIALS**

- A. System Cleaner:
  - 1. Liquid alkaline compound with emulsifying agents and detergents to remove grease and petroleum products; sodiumtripoly phosphate and sodium molybdate.
  - 2. Biocide chlorine release agents such as sodium hypochlorite or calcium hypochlorite or microbiocides such as quarternary ammonia compounds, tributyltin oxide, methylene bis (thiocyanate).
- B. Closed System Treatment (Water):
  - 1. Sequestering agent to reduce deposits and adjust pH; polyphosphate.
  - 2. Corrosion inhibitors; boron-nitrite, sodium nitrite and borax, sodium totyltriazole, low molecular weight polymers, phosphonates, sodium molybdate, or sulphites.
  - 3. Conductivity enhancers; phosphates or phosphonates.

**2.04 BY-PASS (POT) FEEDER**

- A. 1.8 gal quick opening cap for working pressure of 175 psi.

**2.05 SIDE-STREAM FILTRATION SYSTEM**

- A. System: Flow indicator, filter housing with cartridge filter, shut-off valves, and flow control valve.
- B. Chilled Water Filter Housing: Reinforced polypropylene plastic housing suitable for 125 degrees F and 125 psi operating conditions.
- C. Cartridges: 30 micron for start-up and 5 micron for system operation.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Systems shall be operational, filled, started, and vented prior to cleaning. Use water meter to record capacity in each system.
- B. Place terminal control valves in open position during cleaning.
- C. Verify that electric power is available and of the correct characteristics.

#### **3.02 CLEANING SEQUENCE**

- A. Concentration:
  - 1. As recommended by manufacturer.
- B. Chilled Water Systems:
  - 1. Circulate for 48 hours, then drain systems as quickly as possible.
  - 2. Refill with clean water, circulate for 24 hours, then drain.
  - 3. Refill with clean water and repeat until system cleaner is removed.
- C. Remove, clean, and replace strainer screens.
- D. Inspect, remove sludge, and flush low points with clean water after cleaning process is completed. Include disassembly of components as required.

#### **3.03 INSTALLATION**

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

#### **3.04 CLOSED SYSTEM TREATMENT**

- A. Provide one bypass feeder on each system. Install isolating and drain valves and necessary piping. Install around balancing valve downstream of circulating pumps unless indicated otherwise.
- B. Introduce closed system treatment through bypass feeder when required or indicated by test.
- C. Provide 3/4 inch water coupon rack around circulating pumps with space for 4 test specimens.

**END OF SECTION**

**SECTION 236423  
SCROLL WATER CHILLERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Factory-assembled packaged chiller.
- B. Charge of refrigerant and oil.
- C. Controls and control connections.
- D. Chilled water connections.
- E. Electrical power connections.

**1.02 RELATED REQUIREMENTS**

- A. Section 230548 - Vibration and Seismic Controls for HVAC.
- B. Section 230553 - Identification for HVAC Piping and Equipment.
- C. Section 232113 - Hydronic Piping.
- D. Section 232114 - Hydronic Specialties.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide rated capacities, weights, specialties and accessories, electrical requirements and wiring diagrams.
- C. Shop Drawings: Indicate components, assembly, dimensions, weights and loadings, required clearances, and location and size of field connections. Indicate equipment, piping and connections, valves, strainers, and thermostatic valves required for complete system.
- D. Manufacturer's Certificate: Certify that components furnished but not produced by manufacturer meet or exceed manufacturer's requirements.
- E. Manufacturer's Performance Data: Indicate energy input versus cooling load output from 0 to 100 percent of full load at specified and minimum condenser water temperature for water-cooled chillers and at specified and minimum outdoor air temperature for air-cooled chillers.
- F. Manufacturer's Instructions: Submit manufacturer's complete installation instructions.
- G. Sustainable Design Documentation: Submit manufacturer's product data on refrigerant used, showing compliance with specified requirements.
- H. Operation and Maintenance Data: Include start-up instructions, maintenance data, parts lists, controls, and accessories; include trouble-shooting guide.
- I. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. When required, provide certification of inspection in compliance with the requirements of Authority Having Jurisdiction.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Comply with manufacturer's written installation instructions for rigging, unloading, and transporting units.
- B. Deliver units to the job site completely assembled and charged with refrigerant and oil by manufacturer.

**1.06 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. The refrigeration equipment manufacturer's guarantee shall be for a period of one year from date of equipment start-up but not more than 18 months from shipment. The guarantee shall provide for repair or replacement due to failure by material and workmanship that

prove defective within the above period, excluding refrigerant.

- C. 1st Year Labor Warranty: Entire unit
- D. Extended Compressor Warranty: Four (4) years extended compressor warranty, parts only.
- E. Refrigerant Warranty: One (1) year R410A refrigerant.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Daikin Applied: [www.daikinapplied.com/#sle](http://www.daikinapplied.com/#sle).
- B. Trane, a brand of Ingersoll Rand: [www.trane.com/#sle](http://www.trane.com/#sle).
- C. York International Corporation/Johnson Controls, Inc: [www.york.com/#sle](http://www.york.com/#sle).

### **2.02 CHILLER**

- A. The compressors shall be sealed hermetic, scroll type with crankcase oil heater and suction strainer. The compressor motor shall be refrigerant gas cooled, high torque, hermetic induction type, two-pole, with inherent thermal protection on all three phases and shall be mounted on RIS vibration isolator pads. The compressors shall be equipped with an internal module providing compressor protection and communication capability.
- B. Evaporator
  - 1. The evaporator shall be a compact, high efficiency, dual circuit, brazed plate-to-plate type heat exchanger consisting of parallel stainless steel plates. The water-side working pressure shall be a minimum of 653 psig (4502 kPa). Vent and drain connections shall be provided in the inlet and outlet chilled water piping by the installing contractor. Evaporators shall be designed and constructed according to, and listed by, Underwriters Laboratories (UL).
  - 2. The evaporator shall be protected with an external, electric resistance heater plate and insulated with 3/4" (19mm) thick closed-cell polyurethane insulation. This combination shall provide freeze protection down to -20°F (-29°C) ambient air temperature.
  - 3. The water-side maximum design pressure shall be rated at a minimum of 653 psig (4502 kPa). Evaporators shall be designed and constructed according to, and listed by Underwriters Laboratories (UL).
- C. Condenser
  - 1. Condenser fans shall be propeller type arranged for vertical air discharge and individually driven by direct-drive fan motors. The fans shall be equipped with a heavy-gauge vinyl-coated fan guard. Fan motors shall be TEAO type with permanently lubricated ball bearings, inherent overload protection, three-phase, direct-drive, 1140 rpm. Each fan section shall be partitioned to avoid cross circulation.
  - 2. Coil shall be microchannel design and shall have a series of flat tubes containing multiple, parallel flow microchannels layered between the refrigerant manifolds. Tubes shall be 9153 aluminum alloy. Tubes made of 3102 alloy or other alloys of lower corrosion resistance shall not be accepted. Coils shall consist of a two-pass arrangement. Each condenser coil shall be factory leak tested with high-pressure air under water. Coils shall withstand 1000+ hour acidified synthetic sea water fog (SWAAT) test (ASTM G85-02) at 120°F (49°C) with 0% fin loss and develop no leaks.
- D. Refrigerant Circuit
  - 1. Each of the two refrigerant circuits shall include a replaceable-core refrigerant filter-drier, sight glass with moisture indicator, liquid line solenoid valve (no exceptions), expansion valve, and insulated suction line.
- E. Construction
  - 1. Unit casing and all structural members and rails shall be fabricated of pre-painted or galvanized steel. Painted parts shall be able to meet ASTM B117, 1000-hour salt spray test.
  - 2. Upper condenser coil section of unit shall have protective, 12 GA, PVC-coated, wire grille guards.
- F. Control System
  - 1. A centrally located weatherproof control panel shall contain the field power connection points, control interlock terminals, and control system. Box shall be designed in accordance with NEMA 3R rating. Power and starting components shall include

factory circuit breaker for fan motors and control circuit, individual contactors for each fan motor, solid-state compressor three-phase motor overload protection, inherent fan motor overload protection and two power blocks (one per circuit) for connection to remote, contractor supplied disconnect switches. Hinged access doors shall be lockable. Barrier panels or separate enclosures are required to protect against accidental contact with line voltage when accessing the control system.

2. Shall include high short circuit current rating of 65,000 amps (25,000 amps at 575Volt) with single-point disconnect switch

G. Unit Controller

1. An advanced DDC microprocessor unit controller with a 5-line by 22-character liquid crystal display provides the operating and protection functions. The controller shall take preemptive limiting action in case of high discharge pressure or low evaporator pressure. The controller shall contain the following features as a minimum:
2. The unit shall be protected in two ways: (1) by alarms that shut the unit down and require manual reset to restore unit operation and (2) by limit alarms that reduce unit operation in response to some out-of-limit condition. Shut down alarms shall activate an alarm signal.
3. Shutdown Alarms
  - a. No evaporator water flow (auto-restart)
  - b. Sensor failures
  - c. Low evaporator pressure
  - d. Evaporator freeze protection
  - e. High condenser pressure
  - f. Outside ambient temperature (auto-restart)
  - g. Motor protection system
  - h. Phase voltage protection (Optional)
4. Limit Alarms
  - a. Condenser pressure stage down, unloads unit at high discharge pressures.
  - b. Low ambient lockout, shuts off unit at low ambient temperatures.
  - c. Low evaporator pressure hold, holds stage #1 until pressure rises.
  - d. Low evaporator pressure unload, shuts off one compressor.
5. Unit Enable Section
  - a. Enables unit operation from either local keypad, digital input, or BAS
6. Unit Mode Selection
  - a. Selects standard cooling, ice, glycol, or test operation mode
7. Analog Inputs:
  - a. Reset of leaving water temperature, 4-20 mA}
  - b. Current Limit
8. Digital Inputs
  - a. Unit off switch
  - b. Remote start/stop
  - c. Flow switch
  - d. Ice mode switch, converts operation and setpoints for ice production
  - e. Motor protection
9. Digital Outputs
  - a. Shutdown alarm; field wired, activates on an alarm condition, off when alarm is cleared
  - b. Evaporator pump; field wired, starts pump when unit is set to start
10. Condenser fan control - The unit controller shall provide control of condenser fans based on compressor discharge pressure.
11. Building Automation System (BAS) Interface
  - a. Factory mounted DDC controller(s) shall support operation on a BACnet®, network via one of the data link / physical layers listed below as specified by the successful Building Automation System (BAS) supplier.
  - b. All communication from the chiller unit controller as specified in the points list shall be via standard BACnet objects. Proprietary BACnet objects shall not be allowed. BACnet communications shall conform to the BACnet protocol (ANSI/ASHRAE135-2001). A BACnet Protocol Implementation Conformance Statement (PICS) shall be provided along with the unit submittal.

## **2.03 OPTIONS AND ACCESSORIES**

- A. The following options are to be included:
  - 1. Hot Gas Bypass: allows unit operation to 10 percent of full load. Includes factory-mounted hot gas bypass valve, solenoid valve, and manual shutoff valve for each circuit.
  - 2. Low Ambient Control: Fan VFD allows unit operation from 32°F down to -10°F (-23.3 C).
  - 3. Ground Fault Protection: Factory installed circuit breaker to protect equipment from damage from line-to-ground fault currents less than those required for conductor protection.
  - 4. Phase loss with under/over voltage protection and with LED indication of the fault type to guard against compressor motor burnout.
  - 5. The following accessories are to be included:
    - a. Spring vibration isolators for field installation
    - b. Factory-mounted thermal dispersion type flow switch
    - c. Wye strainer, to be installed at the evaporator inlet and sized for the design flow rate , with perforation diameter of 0.063" with blowdown valve and Victaulic couplings (factory mounted or field installed)
    - d. 115V GFI convenience outlet

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in strict accordance with manufacturer's requirements, shop drawings, and contract documents.
- B. Adjust and level chiller in alignment on supports.
- C. Coordinate electrical installation with electrical contractor.
- D. Coordinate controls with control contractor.
- E. Install a field-supplied or optional manufacturer-supplied strainer in the chilled water return line at the evaporator inlet that meets manufacturer perforation size specifications.

### **3.02 START-UP**

- A. Provide testing and starting of machine, and instruct the Owner in its proper operation and maintenance.

**END OF SECTION**

**SECTION 260500  
GENERAL ELECTRICAL REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Work included in these specifications and included on the drawings shall include furnishing all labor, materials, supplies, and equipment to perform all work required including cutting, channeling, chasing, excavating and backfilling, demolition (if any) to install a complete and working electrical system(s) in accordance with these sections of the specifications and the accompanying drawings. This shall include all required preparation work, demolition, raceways, coordination, etc. required to install the electrical system.
- B. It is recognized that separate subcontracts may be instituted by the General Contractor or the Division 26 Contractor with other contractors and/or suppliers. It is the responsibility of the Division 26 Contractor to completely inform, coordinate and advise those subs as to all of the other requirements, conditions and information associated with providing and installing the total job.
- C. The electrical work shall include, but in no way be limited to the following:
  - 1. Raceways Systems
    - a. Power
    - b. Lighting
  - 2. Electrical Distribution System
  - 3. Power Systems
    - a. Interior
    - b. Exterior
  - 4. Wiring Devices
  - 5. Electrical Demolition
  - 6. Connection and/or Installation of Devices or Support for Installation of Systems furnished under other divisions of the Project Manual including but not limited too:
    - a. Building Automation and Control Systems
    - b. Detection and Alarm Systems

**1.02 RELATED SECTIONS**

- A. Drawings and specifications including General Conditions, Supplementary Conditions and Division 01 specification sections, apply to work of this and all sections in Division 26. Division 26 General Provisions described in this section apply to all sections of Division 26.

**1.03 SPECIFIED MATERIALS:**

- A. Throughout the drawings and specifications, equipment and systems have been selected and are referenced by name, manufacturer, model number, etc. These references are not intended to limit competition. Products by other listed manufacturers will be acceptable.
- B. If a listed manufacturer other than the basis of design is used, it is the contractor's responsibility for changes in dimension, structural, electrical changes, etc. required for proper installation, function and final performance.

**1.04 SUBSTITUTION OF SPECIFIED MATERIALS:**

- A. Throughout the drawings and specifications, equipment and systems have been selected and are referenced by name, manufacturer, model number, etc. These references are not intended to limit competition and in most cases materials and methods of construction equal to that specified will be accepted provided prior approval of any substitute item is obtained from the Architect/Engineer. Only products by the listed manufacturers will be acceptable. Contractors and other manufacturers may submit requests to be listed as an acceptable manufacturer on the specified item by submitting documentation in accordance with the requirements of Section 01 6000. All bidders will be notified by addendum of any approved substitutions. Under no circumstances will any substitutes be accepted after that date; and any item installed on the job which has not been approved in accordance with the noted procedure shall be removed and replaced with the appropriate approved item at the contractor's expense.
- B. In all cases the contractor shall be completely responsible for changes in dimension of other than first named manufacturer equipment, electrical changes, etc. required for proper function and final performance. Item shall comply with all requirements herein set forth and



as required to perform as designed.

### **1.05 REFERENCES**

- A. The Contractor is responsible for obtaining all required permits and complying with the current editions, or the editions referenced in the other individual sections of these specifications, of all applicable National (NEC, IBC, NFPA), State, County, and Municipal codes and regulations. This shall include, but not be limited to, the following:
  - 1. NEMA MG 1 - Motors and Generators; National Electrical Manufacturers Association.
  - 2. NFPA 70 - National Electrical Code
  - 3. NFPA - National Fire Protection Association
  - 4. Federal Occupational Safety and Health Act (OSHA)
  - 5. Americans with Disabilities Act (ADA).
  - 6. International Building Code (IBC)
  - 7. International Fire Code
- B. Unless noted otherwise, the contractor shall comply with the latest edition and update of any and all codes and standards.
- C. Compliance with Underwriters Laboratories: All products installed under the contract shall have the Underwriters Laboratories (UL) label where such marking is available. Products which are not UL labeled will not be acceptable if labeled products are available from another approved manufacturer.
- D. The above listed requirements are required of the electrical contractor by this contract whether these requirements are shown on the drawings, mentioned in the specifications or not.
- E. All work and equipment installed that does not comply with the codes and standards noted above shall be corrected and/or replaced (at engineer's option).
- F. The contractor(s) shall submit all items necessary to obtain all required permits to the appropriate Federal/State/County/City agencies, obtain all required permits, and pay for any and all required fees.

### **1.06 DEFINITIONS**

- A. Concealed - Embedded in masonry or installed within other building elements including but not necessarily limited to crawl spaces, spaces above ceilings, in walls, in chases, shafts . It shall also include conduit installed in the ground beneath a floor slab. Not visible.
- B. Exposed - Installed in such a manner that it can be seen. All exposed materials shall be installed in a neat manner. If in the engineer's opinion the installed materials are not installed in a neat manner, it shall be removed and reinstalled to the satisfaction of the engineer.
- C. Furnish - When used in the Division 26 plans and/or specifications the word "furnish" shall mean to purchase a piece of equipment or material and to have said equipment/material transported to the project site (or other location if so directed). All items to be furnished shall include any and all mounting hardware, support, and accessory required for installation and proper operation. Unless otherwise noted, when a piece of equipment or material is to be furnished by the contractor, it shall also be installed.
- D. Provide - When used in the Division 26 plans and/or specifications the word "provide" shall mean to furnish and install complete and ready for use and to put into operation. Include any and all options, accessories, and mounting/installation hardware required for a complete and operating system or element of the electrical system.
- E. Install - When used in the Division 26 plans and/or specifications the word "install" shall mean to unload and transport the equipment/material to the installation point of the job site. Any and all mounting hardware (whether specified or called for by name / model number, or not) shall be included. Perform every operation necessary, including any and all final adjustments, etc. required for proper operation.
- F. Controlled - When used in the Division 26 plans and/or specifications, the word "controlled" shall mean to govern delivery of operating voltage or power to equipment or systems by means of, but not limited to, feeders, disconnects, breakers, switches, starters, etc..

### **1.07 COORDINATION OF WORK IN OTHER SECTIONS**

- A. The Division 26 contractor is responsible for including any and all work related to the electrical that is noted in any part of the specifications or any part of the drawings, including Divisions 01, 48 and any other sections.
- B. If any piece of equipment is shown on any part of the drawings ("A" (Architectural) drawings, "M" (Mechanical) drawings, "P" (Plumbing) drawings, or "E" (Electrical) drawings), it is the responsibility of the Division 26 Contractor to furnish and install electrical service as required to that equipment. Do a complete review of all contract documents and include electrical service for all such equipment whether or not it is also shown in Electrical documents. Electrical service shall comply with all requirements of the equipment shop drawings and all codes.
- C. The Division 26 Contractor will supply power to equipment at the voltage indicated on the Division 26 drawings. The Division 26 Contractor and all other contractors will be held responsible for coordinating the equipment voltages, control equipment, wiring, and locations and type of terminations/connections and/or disconnects required to comply with the National Electrical Code, International Building Code, all local codes, and the equipment manufacturer's requirements. If equipment is furnished to the project at a voltage other than that shown on the Division 26 drawings, the contractor supplying the equipment and all other subcontractors will be held responsible for making any necessary adjustments to correct the conflict, to the satisfaction of the Electrical Engineer.

**1.08 INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS (CONTRACT DOCUMENTS):**

- A. Refer to the section of the specifications which cover General Conditions, Division 01, and Instructions to bidders. These sections and their requirements are a part of this contract and are binding on this section of the work.
- B. Electrical Drawings are diagrammatic in nature except where specific dimensions, or specific details are shown on the electrical, mechanical, or architectural drawings. The Electrical Contractor shall refer to other drawings for exact locations of equipment, building dimensions, architectural details and conditions affecting the electrical work; however, field measurements take precedence over dimensioned drawings. The Electrical Contractor shall provide all labor and materials and all incidental elements; junction and pull boxes, filters, pull wires, connectors, support materials, fuses, disconnect switches, lamps, and labels, to install, connect, start-up and result in a complete and working system in accordance with the drawings and specifications. Unless noted otherwise on the plans or in these specifications, all final connections are the responsibility of the Division 26 Contractor.
- C. In order to show the electrical work required under this contract on the drawings, it is necessary to utilize symbols and schematic diagrams/details. These symbols and schematic diagrams/details do not have any dimensional significance nor do they delineate every item required for the intended installations. The work shall be installed in accordance with the intent diagrammatically expressed on the drawings, and in conformity with the dimensions indicated on the final architectural and structural working drawings and on equipment shop drawings. No interpretation shall be made from the limitations of symbols and diagrams that any elements necessary for complete work are excluded.
- D. When the details of specific and/or general installation requirements show specific dimensioning and/or positioning requirements of the items to be installed, these dimensions shall be field verified and followed. It is the intent of these details to only establish the general feasibility of the work required. These details in no way delete, reduce, or substitute the requirement of field coordination for the indicated work.
- E. The contractor is responsible for coordinating the installation of all electrical work with the work of other contractors and/or trades. This contractor shall refer to the other drawings (demolition, site, civil, architectural, kitchen, structural, plumbing, mechanical, etc.) to assure that the installed electrical work is installed in a coordinated fashion. Conflicts on installation work due to the lack of proper coordination of this contractor shall result in the work being removed and coordinated and properly reinstalled. Report to the Engineer any and all discrepancies that the contractor(s) find in the field between the electrical drawings and the other drawings.
- F. The installation of any and all equipment/systems is subject to clarification as indicated in the review comments of the Engineer on the shop drawings. The contractor shall be aware that if the equipment of an approved equal manufacturer is to be installed, the equipment,

controls, functions, conduit routing, power requirements, etc. may be different. It is the responsibility of the electrical contractor to coordinate the installation requirements of the equipment to be installed with the electrical plans of the specified equipment/systems. If there are any additional equipment, power service, conduit, conductors, controls, etc. required to install the approved equal equipment, these additional requirements shall be furnished and installed.

- G. The electrical drawings are such that the electrical service to equipment furnished and installed under other sections of the contract documents (examples, but not limited to: elevators, kitchen equipment, HVAC equipment, water heaters, fans, pumps, motors, etc) is coordinated for the specified equipment only. If the equipment installed under other divisions of the contract documents is not the specified equipment and is an approved equal to the specified equipment, it is possible that the equipment will require different electrical service/interface than that shown on the electrical plans for the specified equipment. In this case, it is the responsibility of the approved equal installing contractor / manufacturer to coordinate the electrical service/interface requirements with the electrical contractor. If the electrical service/interface requirements of the substituted equipment are greater than the specified equipment and result in an increased electrical cost, it is the responsibility of the furnishing/installing contractor to pay the electrical contractor for the increase in electrical cost.
- H. Submission of a proposal and ultimate acceptance of an agreement or contract for execution of this section of work will be construed as evidence that the Electrical Contractor and each interested Subcontractor and/or vendor has carefully read and accepts all conditions set forth in each Division under specification Divisions titled "Instructions To Bidders" and Division 01, "General Conditions", in so far as such conditions may affect both the bidding for and execution of this section of work.

#### **1.09 ELECTRICAL SYSTEMS**

- A. All electrical systems shown on the plans or specified in the Construction Manual shall have equipment furnished and installed so that the system is a complete and functioning system that complies with the intent of the specifications, whether each and every element of each and every system is specified or not. Any and all equipment, options, and system elements necessary for proper operation shall be furnished and installed, whether specifically called for (specified by name or catalog number) or not.

#### **1.10 SPECIAL ELECTRICAL REQUIREMENTS**

- A. Provide all wiring, connectors, fittings, connections, and all accessories for the complete installation of, and final connections to, equipment furnished under other divisions of the specifications and where indicated on the electrical drawings or otherwise specified.
- B. The Electrical Contractor shall coordinate with all other contractors the electrical service provided as shown on the electrical plans with respect to voltage, phase, and ampacity. This coordination shall take place before any equipment is ordered and is for the purpose of the contractor providing equipment that requires electrical connection ordering the correct equipment to match the electrical service provided. Any changes in the characteristics of the circuits that serve any electrically operated equipment shall be made.
- C. Make all final connections to all equipment, provided under the electrical contract and equipment provided under other sections, except where noted on the plans to provide "rough-in only". Where connections are to be made by someone other than the Division 26 contractor, coordinate with the equipment supplier to determine the rough-in requirements. In the case where rough-in is installed now but equipment unknown or is to be installed in the future, install outlet box sized for the conductors installed, install conductors and leave 8" of pigtails for each conductor. Tape all conductors, leave a note in the box as to the panel the circuit is connected, and install a cover plate over the outlet box. In the panel that the circuit terminates, do not connect the circuit to a breaker, tag the circuit with information as to the location of the outlet box, and leave enough pigtail in the panel so that connection can be made to any breaker space in the panel.
- D. The Electrical Contractor is hereby alerted that certain features of control, other functions, or systems may be specified in this division by performance, and as such, all elements of wiring or other materials and devices for the complete installation may not be shown on the drawings. The Electrical Contractor shall provide for the final and complete installation of all features called for by drawings or specifications.

- E. Note that the Mechanical Division includes furnishing all motors for equipment furnished and installed by Division 23. In addition, unless otherwise shown on the electrical drawings, starters and variable frequency drives for Division 23 equipment shall also be provided by Division 23. The Division 26 work shall include installing all of the individually mounted, stand alone starters and variable frequency drives and the power wiring from the electrical system through ALL motor starters and drives to the final connection to the motors. The only exception for this requirement of the Division 26 scope furnishing and installing starters shall be where the Division 23 equipment has a control panel that includes the starter, drive, and/or disconnect. Coordinate with Division 23.
- F. Where equipment is prewired, the power wiring shall extend to the power terminals of the pre-wired equipment. Control wiring for the mechanical equipment and temperature control wiring is covered under Division 23 and is not a part of Division 26 unless specifically noted.
- G. All safety disconnect switches shall be provided under Division 26 except where the Division 23 equipment is equipped with factory installed disconnects. Where the switch designation calls for the switch to be fused, the electrical contractor shall furnish and install fuses that are sized in accordance to the equipment nameplate of the equipment served.
- H. In order to comply with the seismic codes, all recessed light fixtures shall be supported with four (4) hanger wires which shall be tied to the structure.

#### **1.11 DIMENSIONS ON DRAWINGS, IN FIELD, VERIFICATION**

- A. The contractor shall be responsible for visiting the site in order to become familiar with existing conditions and coordinating the required work as needed. No increase in contract cost will be considered due to the contractor not being aware of existing conditions.
- B. Do not scale drawings. Confirm all dimensions in the field. Coordinate all installations with shop drawings and other contractors work. Where discrepancies are found on the contract documents, the contractor shall include in the project cost any and all materials, items and labor required to make any and all changes required to install the work correctly. Where discrepancies are found on the project the contractor shall stop work in that area and contact the engineer.

#### **1.12 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Required submittals are listed with each section of the electrical specifications.

#### **1.13 RECORD DRAWINGS**

- A. The electrical contractor shall keep a set of construction drawings during the length of the project on which he shall note any and all changes from the original drawings. Of special importance is noting the actual location of all service entrances into the building and where conduit stub outs have been installed. This record set of drawings shall be updated daily. The drawings shall be neat, orderly and marked in a way to be clearly interpreted. The record drawings shall be turned over to the Architect to update drawing files for a final set of drawings for the owners record.
- B. When the submitted information has been deemed satisfactory and all information has been transferred by the architect to the drawing files, they shall be labeled as "RECORD DRAWINGS" and copies turned over to the owner. Only then will final approval and payment be approved.
- C. After the "RECORD DRAWINGS" have been approved by the Engineer, the contractor shall have one set of prints made from the "Record Drawings" and shall wall mount a 4" PVC tube with screw on cap in the main electrical room and place the set of prints in this tube.

#### **1.14 CHANGE ORDERS**

- A. Change orders will not be issued for relocating electrical equipment or rerouting conduit and wiring. This section of the electrical specifications require that relocating of electrical equipment or rerouting of conduit/wiring be done at no additional cost to the Owner.
- B. When change orders are required for electrical work, the unit material and unit labor method shall be used. Unit values for material shall be contractors' net cost from distributor. Unit values for labor hours shall not be greater than those listed in the latest addition of Means mechanical/electrical cost data. Sales tax is to be added to materials and workman's compensation insurance is to be added to labor. Overhead and profit markup is to be added

to the materials and labor subtotal per the instructions in Division 01.

- C. To calculate a credit for deleted work, the identical method of calculations shall be used for deleted work that is used for new work. No money will be allowed for lost scheduling time or estimation time. The Engineer agrees to expedite change orders as rapidly as possible to avoid construction delay. The contractor may be required to estimate a number of alternatives for change orders in order to arrive at the lowest cost for change orders.
- D. There shall be no additional cost for the contractor to estimate multiple alternatives for consideration.

#### **1.15 QUALITY ASSURANCE**

- A. The contractor performing the electrical work shall employ craftsmen who are thoroughly experienced and trained in the installation of electrical systems and general installation coordination. All work shall be done in the highest level of standards for the trade. Any work installed at a level that is less than the highest level of standards for the trade shall be removed and reinstalled in the manner described above.
- B. All equipment shall be installed in compliance with the manufacturer's published installation recommendations and requirements, with any and all required accessories and mounting hardware, and/or as approved by the Engineer. The manufacturer's published installation requirements and recommendations shall become a part of the Owner's Manual (See Paragraph 1.15)

#### **1.16 OPERATING AND MAINTENANCE MANUALS:**

- A. The Manuals generally include all project submittals updated to reflect actually installed conditions; operating instructions; maintenance schedules; training material; warranty and bonds; and contact information for sales, warranty and service of equipment. Refer to Division 01 of the specifications for complete requirements.
- B. Provide manuals for each product or system.

#### **1.17 DELIVERY, STORAGE, AND PROTECTION**

- A. Where equipment is purchased by the electrical contractor to be installed in conformance with the contract documents, the contractor shall follow the following procedure as it relates to delivery, storage, and installation:
  - 1. Coordinate any and all information with any and all contractors who are to do work to accommodate the division 26 equipment/work.
  - 2. Coordinate delivery of equipment.
  - 3. Unload the equipment from delivery trucks.
  - 4. Inspect equipment for damage. Report damage immediately and arrange for the equipment to be repaired or replaced. No claims for time extensions or additional work related to the damage will be accepted if not made within ten days of the delivery of the equipment.
  - 5. Inspect the equipment to assure correct make, model number, voltage, etc.
  - 6. Provide for safe handling and field storage up to the time of permanent placement in the project.
  - 7. Provide for any and all field assembly and internal connection as may be necessary for proper operation.
  - 8. Install in place including any and all required mounting supports, connectors, fittings, connections, and accessories required for complete system operation.

#### **1.18 MANUFACTURER'S FIELD SERVICES:**

- A. Provide manufacturers field services where required under the specific sections of the Project Manual using authorized and trained manufactures representatives of the equipment or systems in question. The field services shall include the following as a minimum:
  - 1. Inspect the installation to verify that the installation meets or exceeds all manufacturer's requirements and recommendations for proper operation.
  - 2. Start/energize the equipment and verify that the equipment/system is operating and functioning as required by these specifications and the manufacturer's requirements.
  - 3. Provide written certification that field services have been performed and that equipment/system is operating and functioning as required by these specifications and the manufacturer's requirements. Submit the certification as part of the closeout

documents.

- B. Refer to specific sections of the Project Manual and provide all field service requirements listed in addition to these general requirements.

### **1.19 WARRANTY**

- A. All work, equipment, and materials shall be new and without defects or blemishes, and guaranteed to be free from defects for a period of one (1) year after the final date of project acceptance as defined by the Architect (NOT THE DATE OF INSTALLATION OR START-UP). All installation and installation materials shall also be guaranteed for the one (1) year period. This shall cover such items as equipment pads, supports, leaks from around equipment installation, etc and is intended to cover everything installed or provided under this division of the contract.
- B. Manufactured pieces of equipment shall have their guarantee also backed by the equipment manufacturer.
- C. During the guarantee period there shall be no charge to the Owner for items and work done under the guarantee clause (Service calls). This shall apply to replacement equipment, equipment shipping charges, mileage, labor, all taxes, etc.
- D. Refer to the other sections of the Project Manual for warranty requirements that may exceed these general requirements and follow those requirements for the equipment, devices, materials or systems in question.
- E. See Section 01 7000 - Execution and Closeout Requirements, for additional warranty requirements.

## **PART 2 PRODUCTS**

### **2.01 GENERAL:**

- A. All products shall be of new manufacturer (unless the plans and/or other sections of this specification call for existing or other identified products to be used), age of less than one year, and the latest model of a manufacturer. A new product shall not be used if the manufacturer has introduced a product as a replacement. All materials and apparatus for the work shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit into the building spaces in compliance with all code requirements.
- B. All equipment that is provided by the contractor, subcontractors, or specialty subcontractor (fire alarm, etc) to be installed at the project site, shall be purchased, installed and maintained by the local (to the project site) authorized, licensed, factory distributor/installer/supplier. The contractor shall include with the submittals, verification in writing from the manufacturer, that the supplier and/or distributor is a factory authorized and licensed by the manufacturer to provide, install, and maintain (throughout the entire length of the warranty period) the equipment. THERE SHALL BE NO EXCEPTIONS TO THIS REQUIREMENT.
- C. By providing equipment to the project, a manufacturer guarantees to provide replacement parts for the equipment for a period of five (5) years, even if the item provided goes out of manufacture.
- D. Manufacturer's catalog numbers listed are not necessarily complete and are for general identification only. It is the responsibility of the Contractor to provide complete catalog numbers and to provide all accessories for installation as implied by the accompanying description of the equipment, material or device, the demonstrated use on the drawings, and the specifications contained herein. Products provided shall be a standard product which has a history of successful installation and operation for a minimum period of two years. Prototype or custom made equipment is not acceptable unless so specified herein.
- E. Manufacturer's instructions shall be obtained by the Contractor and used for the installation of all equipment and devices where such manufacturer's instructions are available.
- F. Where a substituted product is used instead of the specified product, the contractor will assume any and all responsibility for the product to fit, function and perform as well as the specified product. The opinion of the engineer will be binding and shall govern all parties as to a substituted product performing as well as the specified product.
- G. Completeness: Provide all boxes, off-sets, bends, raceways, devices, raceway supports, installation brackets and supports, flexible connections, wiring connectors, labels and

terminals for the complete installation and operation of all products. Each unit of product shall be assembled and installed and all surfaces shall be clean and free of dents, scratches, and abrasions or marred areas.

## **2.02 IDENTIFICATION**

- A. All equipment shall be marked and/or identified so that maintenance crews can locate equipment.
- B. All equipment items; switchboards, distribution, power, receptacle and lighting panelboards, transformers, disconnects, motor control centers, switches, lighting contactors and wiring gutters, of the electrical system shall be labeled. Each distribution switch and circuit breaker in a switchboard, or individually mounted, shall be labeled. These labels shall be engraved, black laminated plastic labels, with 1/2 inch white letters. For equipment connected to the emergency power system, the labels shall be red laminated plastic with white letters. Attach the labels to the equipment with two sheet metal screws or rivets.
- C. Circuit breakers in distribution panels (panels with hinged doors) shall be labeled by means of a typed circuit breaker directory. For all breakers serving lighting, receptacle, and HVAC circuits, the contractor shall include on the panel schedule by the breaker number the room number(s) served by the circuit. The room number(s) shall be the same number(s) as the room number(s) on the door, not the space number as shown on the plans. See Section 26 2416.
- D. Wire and cable identification shall be made so that all wire and cable can be identified by means of color coding as noted in Section 26 0553. Wiring marker for use in wire and terminal identification shall be white cloth backed with a rubber based, pressure sensitive adhesive labels. Each wire or cable in a feeder at its terminal points, and in each pull-box, junction box, and panel gutter through which it passes shall be identified. Where two or more feeders enter or leave a device or enclosure, the cable shall be tagged to indicate destination of cable run. Each common wire, common circuit or common loop of a system, fire alarm, sound system, or TV system, shall be identified.
- E. Device plates for local toggle switches, toggle switch-type motor starters, pilot lights, and the like, whose function is not readily apparent shall be labeled suitably describing the equipment controlled or indicated. These labels shall be engraved, black laminated plastic labels, with 1/4 inch white letters. For equipment connected to the emergency power system, the labels shall be red laminated plastic with white letters. Attach the labels to the equipment cover plates with glue recommended by the manufacturer.
- F. Where used with an empty raceway for wires of a future system, each box or cabinet shall be identified on the inside by means of indelible markings indicating the system for which it is installed. Label any junction box, which includes wiring, with indelible markings on the outside showing system and voltage.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. Before any work is started, the electrical contractor shall coordinate the work of other contractors that will affect the work of the electrical contractor. The electrical contractor shall inspect the work of all other trades to determine if the other work is ready for the electrical contractor to start his work.
- B. Any and all electrical installations shall be coordinated with other trades, contractors and the Owner.
- C. The contractor shall make himself familiar with existing conditions, site information, etc. so that conflicts are avoided.
- D. All work shall be installed per all applicable code, rules, regulations, shop drawings and manufacturer's installation recommendations.
- E. The electrical contractor shall be responsible for returning to original, pre-construction condition, any paved areas, sidewalks, planting, walls, and other areas disturbed during electrical installation work.
- F. The electrical equipment shall be installed as close as possible to the location as shown on the plans. If during the installation, it is required to install equipment in locations other than the one shown on the plans, the contractor shall make a sketch of the proposed changes, submit it to the Engineer, and after the Engineer has given approval, then proceed with the

installation.

- G. Working spaces and clearances shall not be less than the required minimums in the National Electric Code (NEC).

### **3.02 EXAMINATION**

- A. The Electrical Contractor is responsible for visiting and examining the site to determine those portions of the site or present buildings affected by this work so as to become familiar with existing conditions and difficulties that will attend the execution of the work, before submitting proposals.
- B. Submission of a proposal will be considered as evidence that such examination has been made and later claims for labor, equipment, or materials because of difficulties encountered, which could have been foreseen had such examination been made, will not be recognized.

### **3.03 ADDITIONS RENOVATIONS AND REMODELING**

- A. All electrical work shall be coordinated and phased so as to assure electrical service to any other buildings or parts of buildings that require use during construction.
- B. All existing electrical system elements shall be protected from damage during any and all additions, renovations, and remodeling.
- C. All new electrical equipment and installations shall be installed and connected to existing work or existing electrical system elements in a neat and careful manner. Any existing electrical work or system elements that are disturbed or damaged shall be replaced or repaired to the pre-construction condition.

### **3.04 LOCATIONS OF EQUIPMENT REQUIRING ELECTRICAL SERVICE AND CONNECTIONS:**

- A. Coordinate the exact installed location of equipment that requires electrical connections that is furnished and installed by other contractors. The electrical drawings try to show the correct location of all of these items, but it is the responsibility of the electrical contractor to coordinate with all other contractors to determine the exact installed location of all equipment furnished and installed by other contractors and wired by the electrical contractor. Such coordination shall include, but not limited to exact location, location of electrical connection, type of connection required, and electrical characteristics.

### **3.05 OPENINGS, CUTTING AND PATCHING:**

- A. Contractor shall arrange for openings in the building structure or components to allow for installation of electrical work or transport of electrical equipment as the project progresses.
- B. Any cut portion of the building, wall, sidewalk, paved drives, ceiling, floors, roofs, etc., install any raceway or apparatus or transport equipment, shall be restored in a manner such that the end product complies with the specification for that type of work. Where existing work is cut, restore to the original (pre-construction) condition. The electrical contractor shall be responsible for returning to original, pre-construction condition, any of the above noted areas or other areas disturbed during electrical installation work.
- C. Structural, load bearing, or supporting device shall not be cut without approval in writing from the Architect.

### **3.06 LOCATIONS OF OUTLET BOXES FOR EQUIPMENT AND GENERAL WIRING:**

- A. All outlets for lighting, power, and equipment, not specifically dimensioned are located diagrammatically on the drawings.
- B. Lighting fixtures and convenience outlets shall be located so that they will be symmetrical with architectural details.
- C. Equipment outlets shall be located so as to serve the equipment directly. It is the Contractor's responsibility to coordinate outlet location with equipment so that all outlets are accessible and disconnect switches have clearance for operation.
- D. If so directed by the Architect / Engineer / Owner, any outlet box may be moved 10 feet in any direction.

### **3.07 EQUIPMENT HOUSEKEEPING PADS:**

- A. Provide a 4" high concrete pad for floor mounted electrical equipment such as switchboards, motor control centers, transformers, and floor mounted cabinets. Pads shall extend 4" beyond the size of the equipment. Round off all corners. Anchor bolt each



corner of the equipment to the pad. Secure the equipment to the pad with locknuts.

### **3.08 PAINTING:**

- A. Exposed conduit, ungalvanized troughs, metal frames and support racks and wooden surfaces provided under this section shall be painted. Paint color shall match and be the same paint as the room finish paint unless noted elsewhere on the plans or in the specifications. Clean surfaces completely of all oil, wax, rust and old paint prior to repainting. Paint shall be applied to backup boards before switches, troughs, and devices are installed. Paint shall include a primer and two coats of finished paint. Touch-up scratched, or marred surfaces of lighting fixtures and equipment with paint obtained from the equipment manufacturer especially for that purpose.

### **3.09 ELECTRICAL SYSTEM TESTING:**

- A. At the time of the final inspection, or at such times as parts of the system may be completed, all electrical systems shall be tested for compliance with the specifications. The Contractor shall provide all personnel and equipment; current, voltage and resistance measuring instruments, ladders and lights to assist the Engineer in conducting the tests. Authorized representatives of the manufacturer shall be present to demonstrate compliance with specifications of their specific system.
- B. The Contractor shall remove equipment covers as directed for inspection of internal wiring. Accessible ceiling shall be removed as directed for inspection of equipment above the ceilings. After inspection and correction of any problems found, the Contractor shall replace all cover plates, access plates and removable ceiling.
- C. The life safety system shall be demonstrated to function in accordance with the specifications. Each device shall be tested for proper operation.

### **3.10 CLEANING:**

- A. At completion of the work the Contractor shall clean all exposed elements of the electrical system so that all markings deteriorating the original finish appearance are removed. All lighting fixtures, lenses, and reflectors shall be cleaned inside and out and all lamps shall be left clear of dust, dirt, and grime.
- B. The Contractor shall specifically examine the interiors of panelboard cans, equipment cabinets, lighting fixtures, junction boxes, and like components where conduit and wire connections have been made, and all resulting wire ends, insulation cuttings, knock-out plugs, metal filings and any other trash shall be removed so that interiors and exteriors are left free of all debris.

**END OF SECTION**

## **SECTION 260501 ELECTRICAL DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Electrical demolition.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01 7000 - Execution and Closeout Requirements: Additional requirements for alterations work.

#### **1.03 ADMINISTRATION**

- A. It is not possible to delineate the full scope of the demolition work in the construction documents due to the inaccuracy of existing drawings and sometimes lack of drawings or other documentation entirely. Field work by the Architect and Engineer is also limited in scope and yields limited results from factors that include lack of existing documentation and limited access. Therefore the Contractor must make reasonable allowances for work not reflected by the Construction documents based on the Contractor's experience. Do not completely rely on the Demolition plans to identify circuiting and the safe removal of power from circuits to perform work. It is the responsibility of the Contractor to trace out and verify circuit conditions by taking voltage measurements, using circuit tracers or other methods to verify circuit status.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS AND EQUIPMENT**

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

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. All demolition work shall be performed with due care and diligence so as to prevent the unnecessary destruction and/or damage to systems that shall remain in operation at the conclusion of the project. Determine the exact location of all existing equipment, devices and wiring before commencing work.
- B. Preserve all portions of the existing electrical systems which shall remain.
- C. Verify field measurements and circuiting arrangements shown on Drawings.
- D. Verify that abandoned wiring and equipment serve only abandoned facilities.
- E. Demolition drawings are based on casual field observation and existing record documents. Equipment and circuits have been shown in an approximate way and have not been independently verified by the owner or engineer. Determine all work necessary to renovate, alter, change and repair existing systems based on the actual field conditions. Contractors will be expected to make reasonable assumptions about the work based on their experience with projects of similar scope and size.
- F. Conduit and wiring are not shown on the demolition plan but shall be considered fully a part of the work.
- G. Existing conduit and wiring may be re-used where they are of the type specified, meet the requirements for the new work as defined by the Contract Documents and remain in good condition.
- H. Existing circuitry without a separate grounding conductor shall not be re-used.
- I. Report discrepancies to Owner before disturbing existing installation.
- J. Beginning of demolition means installer accepts existing conditions and agrees to be fully responsible for any and all damages caused by a failure to exactly locate and preserve any and all existing portions of the electrical system.

#### **3.02 PREPARATION**

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.

- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  1. Obtain permission from Owner at least 24 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, relocate, and extend existing installations to accommodate new construction. Maintain the continuity of service and grounding to the existing circuits and other system elements contained within the area of construction that serve other areas of the facility and conceal them above ceilings and other building elements in the new construction.
- B. Remove abandoned wiring to source of supply or to the point on a shared circuit from where the equipment of device is served.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Remove and re-install or protect in place all existing equipment and devices shown to remain on or in walls, ceilings and floors which are exposed to demolition and construction activities and which may be damaged by dust, dirt, debris and painting. Where new walls are extended extend boxes and wiring to accommodate new finish.
- F. Replace existing devices shown to remain in operation and their associated coverplates which have been damaged.
- G. Disconnect and remove abandoned panelboards and distribution equipment.
- H. Coordinate disconnect and remove electrical devices and equipment serving utilization equipment that has been removed. Examine the demolition plans of all trades provide electrical demolition services for equipment and devices being removed.
- I. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- J. Provide all cutting and patching to repair any damage caused by construction activities including adjacent construction and finishes damaged during demolition and extension work.
- K. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- L. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

### **3.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide newly revised typed panelboard directories for existing panelboards to reflect new circuit conditions as a result of construction and demolition.
- C. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.
- D. All equipment, devices and materials removed during demolition work and not indicated to be reused or turned over to the owner, shall become the responsibility of the Contractor for disposal.

**END OF SECTION**

**SECTION 260519**  
**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Wiring connectors.
- C. Electrical tape.
- D. Heat shrink tubing.
- E. Wire pulling lubricant.
- F. Cable ties.

**1.02 RELATED REQUIREMENTS**

- A. Section 260526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- B. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

**1.03 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft 2011 (Reapproved 2017).
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape 2017.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes 2013.
- G. FS A-A-59544 - Cable and Wire, Electrical (Power, Fixed Installation); Federal Specification 2008a (Validated 2019).
- H. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- I. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy 2009.
- J. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.
- K. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. UL 44 - Thermoset-Insulated Wires and Cables Current Edition, Including All Revisions.
- M. UL 83 - Thermoplastic-Insulated Wires and Cables Current Edition, Including All Revisions.
- N. UL 486A-486B - Wire Connectors Current Edition, Including All Revisions.
- O. UL 486C - Splicing Wire Connectors Current Edition, Including All Revisions.
- P. UL 486D - Sealed Wire Connector Systems Current Edition, Including All Revisions.
- Q. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.

- 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
  - 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. NEMA WC 3 - Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.
  - C. NEMA WC 5 - Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy.

#### **1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures and Section 26 0500.
- B. Field Quality Control Test Reports.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

#### **1.08 FIELD CONDITIONS**

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

### **PART 2 PRODUCTS**

#### **2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Underground feeder and branch-circuit cable is not permitted.
- E. Service entrance cable is not permitted.
- F. Armored cable is not permitted.
- G. Metal-clad cable is not permitted.
- H. Use stranded conductors for control circuits.
- I. Use conductor not smaller than 14 AWG for control circuits.
- J. Conductor sizes are based on copper unless indicated as aluminum or "AL".

#### **2.02 CONDUCTOR AND CABLE MANUFACTURERS**

- A. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
- B. Encore Wire Corporation: [www.encorewire.com](http://www.encorewire.com).
- C. Industrial Wire & Cable, Inc: [www.iewc.com](http://www.iewc.com).
- D. Southwire Company: [www.southwire.com](http://www.southwire.com).
- E. Substitutions: See Section 01 6000 - Product Requirements.

#### **2.03 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.

- C. Provide new conductors and cables manufactured not more than one year prior to installation.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Comply with FS A-A-59544 where applicable.
- G. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- H. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- I. Conductors for Grounding and Bonding: Also comply with Section 260526.
- J. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- K. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
  - 2. Control Circuits: 14 AWG.
- L. Conductor Color Coding:
  - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.
    - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
  - 3. Color Code:
    - a. 480V, 3 Phase, 3 Wire System:
      - 1) Phase A: Brown.
      - 2) Phase B: Orange.
      - 3) Phase C: Yellow.
      - 4) Neutral/Grounded: Gray.
    - b. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral/Grounded: White.
    - c. 240/120 V, 1 Phase, 3 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Neutral/Grounded: White.
    - d. Equipment Ground, All Systems: Green.
    - e. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
    - f. For control circuits, comply with manufacturer's recommended color code.

## **2.04 SINGLE CONDUCTOR BUILDING WIRE**

- A. Manufacturers:
  - 1. Copper Building Wire:
    - a. Cerro Wire LLC: [www.cerrowire.com/#sle](http://www.cerrowire.com/#sle).
    - b. Encore Wire Corporation: [www.encorewire.com/#sle](http://www.encorewire.com/#sle).
    - c. General Cable Technologies Corporation: [www.generalcable.com/#sle](http://www.generalcable.com/#sle).

- d. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).
  - e. Substitutions: See Section 016000 - Product Requirements.
- B. Description: Single conductor insulated wire.
  - C. Conductor Stranding:
    - 1. Feeders and Branch Circuits: Stranded.
  - D. Insulation Voltage Rating: 600 V.
  - E. Insulation:
    - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
      - a. Size 4 AWG and Larger: Type XHHW-2.
      - b. Installed Underground: Type XHHW-2.

## 2.05 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Wiring Connectors for Splices and Taps:
  - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- C. Wiring Connectors for Terminations:
  - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
  - 2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
  - 3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
  - 4. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.
  - 5. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
  - 6. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
  - 7. Conductors for Control Circuits: Use crimped terminals for all connections.
- D. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
    - c. NSI Industries LLC: [www.nsiindustries.com/#sle](http://www.nsiindustries.com/#sle).
- E. Mechanical Connectors: Provide bolted type or set-screw type.
  - 1. Manufacturers:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
- F. Compression Connectors: Provide circumferential type or hex type crimp configuration.
  - 1. Manufacturers:
    - a. Burndy: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
- G. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
  - 1. Manufacturers:

- a. Burndy: [www.burndy.com](http://www.burndy.com).
- b. IlSCO: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).
- c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).

## 2.06 WIRING ACCESSORIES

- A. Electrical Tape:
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Plymouth Rubber Europa: [www.plymouthrubber.com/#sle](http://www.plymouthrubber.com/#sle).
    - c. Substitutions: See Section 016000 - Product Requirements.
  - 2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
  - 3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
  - 4. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
  - 5. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
  - 6. Varnished Cambric Electrical Tape: Cotton cambric fabric tape, with or without adhesive, oil-primed and coated with high-grade insulating varnish; minimum thickness of 7 mil; suitable for continuous temperature environment up to 221 degrees F.
  - 7. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Burndy LLC: [www.burndy.com/#sle](http://www.burndy.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 016000 - Product Requirements.
- C. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. American Polywater Corporation: [www.polywater.com/#sle](http://www.polywater.com/#sle).
    - c. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
    - d. Substitutions: See Section 016000 - Product Requirements.
- D. Cable Ties: Material and tensile strength rating suitable for application.

## PART 3 EXECUTION

### 3.01 EXAMINATION

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

### 3.02 PREPARATION



- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

### 3.03 INSTALLATION

- A. Circuiting Requirements:
  - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated without specific routing, determine exact routing required.
  - 3. Arrange circuiting to minimize splices.
  - 4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
  - 5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
  - 6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
  - 7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
  - 8. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
  - 9. Provide oversized neutral/grounded conductors where indicated and as specified below.
    - a. Provide 200 percent rated neutral for feeders fed from K-rated transformers.
    - b. Provide 200 percent rated neutral for feeders serving panelboards with 200 percent rated neutral bus.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Pull all conductors and cables together into raceway at same time.
  - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
  - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
  - 2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.
- G. Terminate cables using suitable fittings.
- H. Install conductors with a minimum of 12 inches of slack at each outlet.
- I. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- L. Make wiring connections using specified wiring connectors.

1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  3. Do not remove conductor strands to facilitate insertion into connector.
  4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
  5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
    - a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
    - b. For taped connections likely to require re-entering, including motor leads, first apply varnished cambric electrical tape, followed by adequate amount of rubber splicing electrical tape, followed by outer covering of vinyl insulating electrical tape.
  2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
    - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
    - b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
  3. Wet Locations: Use heat shrink tubing.
- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- O. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- P. Identify conductors and cables in accordance with Section 260553.
- Q. Color Code Legend: Provide identification label identifying color code for ungrounded conductors at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
- R. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.
- S. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.
- T. Where a circuit home run or a feeder is shown on the plans without any conductor or raceway identification, it shall be a minimum of 2 # 12, 1 # 12 Ground, 3/4" Conduit unless additional information is available as follows:
  1. Where an overcurrent device is shown for the circuit in panelboards or otherwise noted, size the conductor and raceway to match the overcurrent device rating. If the feeder or homerun is shown connected to a transformer, electric motor, mechanical equipment or other equipment for which load information is available on the plans or in the project manual, provide conductors and raceways sized to the load capacity of the equipment. Verify final sizes with the Engineer in such cases.
- U. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- V. Use no wire smaller than 12 AWG for power and lighting circuits, and no smaller than 14 AWG for control wiring.
- W. Protect exposed cable from damage.

- X. Support cables or flexible metal conduits above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels. Provide bridle rings or drive rings.
- Y. Support cables above accessible ceilings to building structural elements, steel channel trapeze hangers, or other manufactured hangers or support systems fastened to or hung from the building structure. It is permissible to use the ceiling wire or separate support wire installed for the purpose to support the final six feet of cable connected to light fixtures. Do not lay cables on ceiling tiles or on duct work, piping or other system elements.
- Z. Use a power distribution block as manufactured by IlSCO (sized for the size and number of conductors, and splice type) for splices and taps, 6 AWG and larger. Power distribution block shall be installed in a junction box, sized per NEC.

### **3.04 CONDUCTOR/CABLE IDENTIFICATION**

- A. Each wire or cable in a feeder at its terminal points, and in each pull box, junction box, and panel gutter through which it passes shall be identified to show the circuit number of the breaker to which it connects. Each common wire, common circuit to common loop of a system, fire alarm, sound system, TV system, or any signal system conductor, shall be identified. Refer to Section 26 0553 for additional instructions.

### **3.05 FIELD QUALITY CONTROL**

- A. Inspect wire and cable for physical damage and proper connection.
- B. Torque test conductor connections and terminations to manufacturer's recommended values.
- C. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.
- D. Feeder Resistance Testing:
  1. All current carrying phase conductors and neutrals shall be tested as installed, and before connections are made, for insulation resistance and accidental grounds. This shall be done with a 500-volt megger. The procedures listed below shall be followed:
  2. Minimum readings shall be one million (1,000,000) or more ohms for #6 AWG wire and smaller, 250,000 ohms or more for #4 AWG wire or larger, between conductors and between conductor and the grounding conductor.
  3. After all fixtures, devices, and equipment are installed and all connections completed to each panel, the contractor shall disconnect the neutral feeder conductor from the neutral bar and take a megger reading between the neutral bar and the grounded enclosure. If this reading is less than 250,000 ohms, the contractor shall disconnect the branch circuit neutral wires from this neutral bar. He shall then test each one separately to the panel until source of the low reading is found. The contractor shall correct troubles, reconnect, and retest until at least 250,000 ohms from the neutral bar to the grounded panel can be achieved with only the neutral feeder disconnected.
  4. Document test by tabulating the readings with time of day, date, temperature and all pertinent test information. Submit documentation to the engineer prior to the final inspection and as a prerequisite for final acceptance of the project.
  5. At final inspection, the contractor shall furnish a megger and show the engineers and State Construction Office representatives that the panels comply with the above.
- E. Inspect and test in accordance with NETA ATS, except Section 4.
- F. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- G. Correct deficiencies and replace damaged or defective conductors and cables.
- H. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

### **END OF SECTION**

**SECTION 260526  
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground bars.
- E. Grounding and bonding components.

**1.02 SYSTEM DESCRIPTION**

- A. Furnish all labor, materials, services, equipment and appliances required in conjunction with a grounding system as indicated in the Contract Documents.
- B. Ground each separately-derived system neutral to separate grounding electrode.
- C. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground connectors, and plumbing systems.

**1.03 RELATED REQUIREMENTS**

- A. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

**1.04 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.
- C. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 467 - Grounding and Bonding Equipment Current Edition, Including All Revisions.

**1.05 PERFORMANCE REQUIREMENTS**

- A. Grounding System Resistance: 5 ohms.

**1.06 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittals procedures.
- B. Project Record Documents: Record actual locations of components and grounding electrodes.
- C. Certificate of Compliance: Indicate approval of installation by authority having jurisdiction.

**1.07 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**PART 2 PRODUCTS**

**2.01 GROUNDING AND BONDING REQUIREMENTS**

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. 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.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- E. Grounding Electrode System:

1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
    - a. Provide continuous grounding electrode conductors without splice or joint.
    - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
- F. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
  2. Provide 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 260526:
1. Use insulated copper conductors unless otherwise indicated.
    - a. Exceptions:
      - 1) Use bare copper conductors where installed underground in direct contact with earth.
- 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.
  3. Manufacturers - Mechanical and Compression Connectors:
    - a. Advanced Lightning Technology (ALT): [www.altfab.com/#sle](http://www.altfab.com/#sle).
    - b. Burndy LLC: [www.burndy.com/#sle](http://www.burndy.com/#sle).
    - c. Harger Lightning & Grounding: [www.harger.com/#sle](http://www.harger.com/#sle).
    - d. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - e. Substitutions: See Section 016000 - Product Requirements.
  4. Manufacturers - Exothermic Welded Connections:
    - a. Burndy LLC: [www.burndy.com/#sle](http://www.burndy.com/#sle).
    - b. Cadweld, a brand of Erico International Corporation: [www.erico.com/#sle](http://www.erico.com/#sle).
    - c. thermOweld, subsidiary of Continental Industries; division of Burndy LLC: [www.thermoweld.com/#sle](http://www.thermoweld.com/#sle).
    - d. Substitutions: See Section 016000 - Product Requirements.
- D. Ground Bars:
1. Description: Copper rectangular ground bars with mounting brackets and insulators.
  2. Size: As indicated.
  3. Holes for Connections: As indicated or as required for connections to be made.

## 2.03 CONNECTORS AND ACCESSORIES

- A. Mechanical Connectors: Bronze.

- B. Exothermic Connections:
- C. Wire: Stranded copper.
- D. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify existing conditions prior to beginning work.

#### **3.02 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Make grounding and bonding connections using specified connectors.
  - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  - 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
  - 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 260553.
- E. Ground electrical work in accordance with NEC Article 250, local codes as specified herein, and as shown on the drawings.
- F. Provide a separate, insulated equipment grounding conductor in feeder and branch circuits. Terminate each end on a grounding lug, bus, or bushing.
- G. Install ground cables continuous between connections. Splices will not be allowed except where indicated on the drawings. Connections made by the CADWELD(R) Process are not considered splices. Where ground cables pass through floor slabs, building walls, etc., and are not in metallic enclosures, provide the sleeves of approved nonmetallic material.
- H. Install equipment grounding conductors in raceway with feeder conductors.
- I. Ground interior lighting fixtures with grounding conductor to rigid metal raceways serving them. Flexible metal conduit shall have a ground wire installed with the power conductors.
- J. Where connections are made to motors or equipment with flexible metal conduit, grounding conductor shall be stranded copper conductor within the conduit, bonded to the equipment and to the rigid metal raceway system. Size conductor in accordance with NEC Table 250-94 or as shown on the plans.
- K. At each convenience outlet, install a grounding clip attached to the outlet box and leave a sufficient length of #12 wire with green colored insulation to connect to the grounding terminal of the receptacle. Grounding clip shall be equal to Steel City Type G. This requirement may be deleted if automatic grounding clip receptacle meeting NEC Article 250-74, Exception No. 2, is used.
- L. Provide bonding to meet requirements described in Quality Assurance.
- M. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

#### **3.03 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.

- B. Provide field inspection in accordance with Section 01 4000. Inspect grounding and bonding system conductors and connections for tightness and proper installation
- C. Inspect and test in accordance with NETA ATS except Section 4.
- D. Perform inspections and tests listed in NETA ATS, Section 7.13.
- E. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- F. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

#### **3.04 COORDINATION**

- A. Coordinate the work under this section with the work under other divisions of the specifications.

**END OF SECTION**

**SECTION 260529  
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

**1.02 RELATED REQUIREMENTS**

- A. Section 260533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- B. Section 260533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.

**1.03 REALATED WORK**

- A. Section 03300 Cast-in-Place concrete. Concrete equipment pads.

**1.04 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel 2019.
- D. MFMA-4 - Metal Framing Standards Publication 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

**1.06 QUALITY ASSURANCE**

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

**1.07 RECORD DRAWINGS**

- A. Comply with the applicable instructions in Section 26 0500.

**PART 2 PRODUCTS**

**2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
  - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 5.0. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  - 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.



- b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - 1. Comply with MFMA-4.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
  - 2. Finish: Galvanized or painted steel.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
  - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

#### **3.02 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.
- E. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1 and fastened to the building structure.
  - 1. Do not use powder-actuated anchors
  - 2. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under

all nuts.

- F. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1 inch off wall. In wet locations install free standing electrical equipment on concrete pads.

**END OF SECTION**

**SECTION 260533.13  
CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Intermediate metal conduit (IMC).
- C. PVC-coated galvanized steel rigid metal conduit (RMC).
- D. Flexible metal conduit (FMC).
- E. Liquidtight flexible metal conduit (LFMC).
- F. Electrical metallic tubing (EMT).
- G. Rigid polyvinyl chloride (PVC) conduit.
- H. Conduit fittings.

**1.02 RELATED REQUIREMENTS**

- A. Section 078400 - Firestopping.
- B. Section 260526 - Grounding and Bonding for Electrical Systems.
- C. Section 260529 - Hangers and Supports for Electrical Systems.
- D. Section 260533.16 - Boxes for Electrical Systems.
- E. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

**1.03 RELATED WORK**

- A. Cutting and Patching.
- B. Trenching: Excavation and backfill for conduit and utilities on site.
- C. Cast-In-Place Concrete: Protective envelope for underground conduit installations.
- D. Sheet Metal Flashing and Trim.

**1.04 DESCRIPTION OF WORK**

- A. Unless otherwise noted on the drawings or specified elsewhere in Division 26, route all conductors in conduit. The electrical plans indicate the general location of circuiting, electrical devices, and/or outlet boxes. If approved by the Engineer, conduit runs may be modified at the time of construction to adapt to the construction conditions, but in no case shall a circuit be combined with another circuit or modified.

**1.05 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC) 2015.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S) 2015.
- C. ANSI C80.5 - American National Standard for Electrical Rigid Metal Conduit -- Aluminum (ERMC-A) 2015.
- D. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC) 2018.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- F. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT) 2013.
- G. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC) 2017.
- H. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- I. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit 2018.
- J. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit 2020.
- K. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing 2016.

- L. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- M. UL 1 - Flexible Metal Conduit Current Edition, Including All Revisions.
- N. UL 6 - Electrical Rigid Metal Conduit-Steel Current Edition, Including All Revisions.
- O. UL 360 - Liquid-Tight Flexible Steel Conduit Current Edition, Including All Revisions.
- P. UL 514B - Conduit, Tubing, and Cable Fittings Current Edition, Including All Revisions.
- Q. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings Current Edition, Including All Revisions.
- R. UL 797 - Electrical Metallic Tubing-Steel Current Edition, Including All Revisions.
- S. UL 1242 - Electrical Intermediate Metal Conduit-Steel Current Edition, Including All Revisions.

#### **1.06 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittals procedures.
- B. Project Record Documents: Accurately record actual routing of conduits larger than 2 inches. Show not only conduit routing but all pull boxes in the raceway system.

#### **1.07 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

### **PART 2 PRODUCTS**

#### **2.01 CONDUIT APPLICATIONS**

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
  - 1. Exterior, Direct-Buried: Use galvanized steel rigid metal conduit, intermediate metallic conduit (IMC), PVC-coated galvanized steel rigid metal conduit, or rigid PVC conduit.
  - 2. Where steel conduit is installed in direct contact with earth where soil has a resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape to provide supplementary corrosion protection or use PVC-coated galvanized steel rigid metal conduit.
- D. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- E. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).
  - 1. Locations subject to physical damage include, but are not limited to:
    - a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
- F. Exposed, Exterior: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.
- G. Connections to Vibrating Equipment:
  - 1. Dry Locations: Use flexible metal conduit.
  - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
  - 3. Maximum Length: 6 feet unless otherwise indicated.

#### **2.02 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. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

### **2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
  - 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

### **2.04 INTERMEDIATE METAL CONDUIT (IMC)**

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
  - 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.
  - 4. More than 5 Feet from Foundation Wall: Use thickwall non-metallic conduit or thinwall non-metallic conduit. Thin wall non-metallic conduit shall be concrete encased.
  - 5. Within 5 Feet from Foundation Wall: Use rigid steel conduit, intermediate metal conduit, or thickwall nonmetallic conduit. All elbows where conduit turns to be extended above grade shall be rigid steel.
- C. Rigid Steel Conduit: ANSI C80.1 [FS WW-C-581].
- D. Fittings and Conduit Bodies: NEMA FB 1, concrete tight; material to match conduit.
  - 1. All locknuts shall be made of malleable iron or hardened steel, electro zinc plated. Use T&B 140 series, or approved equal.
  - 2. Threaded hubs shall be made of malleable iron or steel, zinc plated and equipped with nylon insulated throat and oil resistant, moisture resistant recessed sealing ring. Hub shall be T&B 370 series, or approved equal.
  - 3. Concrete Tight fittings shall be T&B 8123 series, 8120 series, or approved equal.
  - 4. Where boxes require back to back nipping, use locknuts and nylon bushed nipples, T&B 140 series locknuts and T&B 1942 series nipples, or approved equal. Where conductors pass through field punched, factory punched, or field cut or drilled holes, use nipples and bushings rated for these holes such as T&B #3210 series, or approved equal.
  - 5. Insulated metallic grounding and bonding bushings: T&B 3870 Series or approved equal.
  - 6. Grounding and bonding adapter locknut: T&B 4001 Series or approved equal.

### **2.05 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.
- B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil.
- C. PVC-Coated Fittings:
  - 1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
  - 2. Non-Hazardous Locations: Use fittings listed and labeled as complying with UL 514B.

3. Material: Use steel or malleable iron.
  4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil.
- D. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil.
  - E. Description: NEMA RN 1; galvanized rigid steel conduit with external PVC coating, 20 mil thick.
  - F. Fittings and Conduit Bodies: NEMA FB 1; steel fittings with external PVC coating to match conduit. Install insulated bushings at all conduit terminations to prevent abrasion of conductors but does not reduce the integrity of the grounding system.

#### **2.06 FLEXIBLE METAL CONDUIT (FMC)**

- A. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
- B. Fittings:
  1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  2. Material: Use steel or malleable iron.
- C. Fittings: NEMA FB 1. Fittings shall be two-screw, double clamp malleable iron, hot dipped galvanized.

#### **2.07 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)**

- A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- B. Fittings:
  1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  2. Material: Use steel or malleable iron.
  3. Fittings shall be of the type that uses a threaded grounding cone, a steel, nylon or plastic compression ring, insulated throat, and a gland for tightening. Fittings shall be made of steel, have insulated throats and have a male thread and locknut or male bushing with a ring seal. Each connector shall provide a low resistance ground connection between the flexible conduit and the outlet box, conduit or other equipment to which it is connected.

#### **2.08 ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
  1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  2. Material: Use steel or malleable iron.
  3. Connectors and Couplings: Use compression (gland) type.
    - a. Do not use indenter type connectors and couplings.
    - b. Do not use set-screw type connectors and couplings.
  4. Damp or Wet Locations (where permitted): Use fittings listed for use in wet locations.
- C. Description: ANSI C80.3 [; galvanized tubing.]
- D. EMT connections shall be made tight to boxes and cabinets using insulated throat ferrous metal fittings specifically designed for use with EMT conduit. Use insulating insert at all joints to prevent any abrasion of wires during installation.
- E. For EMT installation encased in concrete, join EMT with moisture proof type fittings so as to be completely sealed against intrusion of moisture.

#### **2.09 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT**

- A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- B. Fittings:

1. Manufacturer: Same as manufacturer of conduit to be connected.
2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

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

#### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.
- F. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- G. Conduit Support:
  1. Secure and support conduits in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
  2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
  3. Use conduit strap to support single surface-mounted conduit.
    - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
  4. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
  5. Use conduit clamp to support single conduit from beam clamp or threaded rod.
  6. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
  7. Use of wire for support of conduits is not permitted.
  8. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with the most stringent requirements.
- H. Connections and Terminations:
  1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  3. Use suitable adapters where required to transition from one type of conduit to another.
  4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
  5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
  7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- I. Penetrations:
  1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
  2. Make penetrations perpendicular to surfaces unless otherwise indicated.
  3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  4. Conceal bends for conduit risers emerging above ground.

5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
  6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
  8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.
- J. Underground Installation:
1. Minimum Cover, Unless Otherwise Indicated or Required:
    - a. Underground, Exterior: 24 inches.
  2. Provide underground warning tape in accordance with Section 260553 along entire conduit length for service entrance where not concrete-encased.
- K. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
  2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
  3. Where conduits are subject to earth movement by settlement or frost.
- L. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
  2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- M. Provide grounding and bonding in accordance with Section 260526.

### **3.03 CLEANING**

- A. Clean interior of conduits to remove moisture and foreign matter.

### **3.04 CUTTING OF HOLES:**

- A. All holes through floor slabs shall be cut with a diamond core drill.

**END OF SECTION**



**SECTION 260533.16  
BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

**1.02 RELATED REQUIREMENTS**

- A. Section 078400 - Firestopping.
- B. Section 260529 - Hangers and Supports for Electrical Systems.
- C. Section 260533.13 - Conduit for Electrical Systems:
  - 1. Conduit bodies and other fittings.
  - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- D. Section 262726 - Wiring Devices:
  - 1. Wall plates.
  - 2. Additional requirements for locating boxes for wiring devices.
- E. Section 260500 - General Electrical Requirements
- F. Section 260553 - Electrical Identification

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable 2014.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports 2013.
- E. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports 2013.
- F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2018.
- G. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.
- J. UL 508A - UL Standard for Safety Industrial Control Panels 2018.
- K. UL 514A - Metallic Outlet Boxes Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**PART 2 PRODUCTS**

**2.01 BOXES**

- A. General Requirements:
  - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
  2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  3. Use suitable concrete type boxes where flush-mounted in concrete.
  4. Use suitable masonry type boxes where flush-mounted in masonry walls.
  5. Use raised covers suitable for the type of wall construction and device configuration where required.
  6. Use shallow boxes where required by the type of wall construction.
  7. Do not use "through-wall" boxes designed for access from both sides of wall.
  8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
  11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
  12. Wall Plates: Comply with Section 262726.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  2. NEMA 250 Environment Type, Unless Otherwise Indicated:
  3. Junction and Pull Boxes Larger Than 100 cubic inches:
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

## **2.02 PULL AND JUNCTION BOXES**

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: For an box with a dimension that exceeds 12 inches and as specified in Section 26 2716.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
1. Material: Cast aluminum.
  2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
  3. UL listed: RAIN TIGHT
- D. In-Ground Cast Metal Box: NEMA 250, Type 6, outside flanged, recessed cover box for flush mounting:
1. Material: Cast aluminum.
  2. Cover: Smooth cover with neoprene gasket and stainless steel cover screws.
  3. Cover Legend: "ELECTRIC".
  4. UL Listed: RAIN TIGHT
- E. Fiberglass Handholes: Die molded glass fiber hand holes:
1. Cable Entrance: Pre-cut 6 x 6 inch cable entrance at center bottom of each side.
  2. Cover: Glass fiber weatherproof cover with nonskid finish.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide separate boxes for emergency power and normal power systems.
- E. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- F. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- G. Box Locations:
  - 1. Unless dimensioned, box locations indicated are approximate.
  - 2. Locate boxes as required for devices installed under other sections or by others.
    - a. Switches, Receptacles, and Other Wiring Devices: Comply with Section 262726.
      - 1) Particular attention should be given to coordinate location of boxes for devices mounted above counters, benches and backsplashes.
      - 2) Adjust box locations up to 10 feet (3 m) if required to accommodate intended purpose. Review the Contract Documents, especially Architectural Elevations and millwork shop drawings to determine appropriate locations for boxes.
  - 3. Locate boxes so that wall plates do not span different building finishes.
  - 4. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
  - 5. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
  - 6. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
    - a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
    - b. Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.
  - 7. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 260533.13.
  - 8. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
    - a. Concealed above accessible suspended ceilings.
    - b. Within joists in areas with no ceiling.
    - c. Electrical rooms.
    - d. Mechanical equipment rooms.
- H. Box Supports:
  - 1. Secure and support boxes in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
  - 3. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches (305 mm) of box.
  - 4. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system. Adjustable steel channel fasteners may be used where supplemental or independent support of the ceiling or box is employed.
  - 5. Use far-side support to secure flush-mounted boxes supported from single stud in hollow stud walls. Repair or replace supports for boxes that permit excessive

movement.

- I. Install boxes plumb and level.
- J. Flush-Mounted Boxes:
  - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
  - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- K. Install boxes as required to preserve insulation integrity.
- L. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.
- N. Close unused box openings.
- O. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- P. Provide grounding and bonding in accordance with Section 260526.
- Q. Junctions and pull boxes are not generally shown on the plans. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
  - 1. Adjust box locations up to 10 feet if required to accommodate intended purpose. Review the Contract Documents, especially Architectural Elevations and millwork shop drawings to determine appropriate locations for boxes.
- R. Use gang box where more than one device is mounted together. Do not use sectional box. Use barriers to separate wiring of different voltages.
- S. Coordinate installation of outlet boxes for equipment connected under Section 26 2717.
- T. Identify boxes in accordance with Section 26 0553.
- U. Install plugs, and other inserts to cover all unused conduit openings.
- V. Use 4" square outlet box with plaster ring for single device outlets.

**END OF SECTION**

**SECTION 260553  
IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Underground warning tape.
- F. Warning signs and labels.

**1.02 RELATED REQUIREMENTS**

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

**1.03 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittals procedures.
- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**PART 2 PRODUCTS**

**2.01 IDENTIFICATION REQUIREMENTS**

- A. Identification for Equipment:
  - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
    - a. Switchboards:
      - 1) Identify ampere rating.
      - 2) Identify voltage and phase.
      - 3) Identify power source and circuit number. Include location when not within sight of equipment.
      - 4) Use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
    - b. Enclosed switches, circuit breakers, and motor controllers:
      - 1) Identify power source and circuit number. Include location when not within sight of equipment.
      - 2) Identify load(s) served. Include location when not within sight of equipment.
  - 2. Service Equipment:
    - a. Use identification nameplate to identify each service disconnecting means.
    - b. For buildings or structures supplied by more than one service, or any combination of branch circuits, feeders, and services, use identification nameplate or means of identification acceptable to authority having jurisdiction at each service disconnecting means to identify all other services, feeders, and branch circuits supplying that building or structure. Verify format and descriptions with authority having jurisdiction.
  - 3. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.
- B. Identification for Conductors and Cables:

1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
  2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
  3. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
    - a. At each source and load connection.
    - b. Within boxes when more than one circuit is present.
    - c. Within equipment enclosures when conductors and cables enter or leave the enclosure.
- C. Identification for Raceways:
1. Use identification labels, handwritten text using indelible marker, or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.
  2. Use underground warning tape to identify underground raceways.
- D. Identification for Boxes:
1. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
    - a. For exposed boxes in public areas, use only identification labels.
- E. Identification for Devices:
1. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.
  2. Use identification label or engraved wallplate to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.

## 2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
1. Materials:
    - a. Indoor Clean, Dry Locations: Use plastic nameplates.
    - b. Outdoor Locations: Use plastic nameplates suitable for exterior use.
  2. Plastic Nameplates: Two-layer or three-layer laminated electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
  3. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
  2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Minimum Size: 1 inch by 2.5 inches.
  2. Legend:
    - a. Equipment designation or other approved description.
  3. Text: All capitalized unless otherwise indicated.
  4. Minimum Text Height:
    - a. Equipment Designation: 1/2 inch.
  5. Color:
    - a. Normal Power System: White text on black background.
- D. Format for Receptacle Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
  2. Legend: Power source and circuit number or other designation indicated.
  3. Text: All capitalized unless otherwise indicated.
  4. Minimum Text Height: 3/16 inch.
  5. Color: Black text on clear background.

- E. Color: Submit to owner for approval and modify where instructed.
  - 1. Black - Normal Power Equipment

### **2.03 WIRE AND CABLE MARKERS**

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch.
- F. Color: Black text on white background unless otherwise indicated.

### **2.04 WIRE PHASE MARKING**

- A. Description: Plastic colored tape or integrally pigmented colored wire.
- B. Locations: Each conductor at panelboard gutters, pull boxes, Starters, and outlet boxes and each load or supply connection where a feeder terminates.
- C. Legend
  - 1. Feeders and Branch Circuits: Color code for the respective voltage system as described in Section 16123 - Building Wire and Cables.

### **2.05 UNDERGROUND WARNING TAPE**

- A. Manufacturers:
  - 1. Brady Corporation: [www.bradyid.com/#sle](http://www.bradyid.com/#sle).
  - 2. Brimar Industries, Inc: [www.brimar.com/#sle](http://www.brimar.com/#sle).
  - 3. Seton Identification Products: [www.seton.com/#sle](http://www.seton.com/#sle).
  - 4. Substitutions: See Section 016000 - Product Requirements.
- B. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- C. Foil-backed Detectable Type Tape: 3 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.
- D. Legend: Type of service, continuously repeated over full length of tape.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  - 1. Surface-Mounted Equipment: Enclosure front.
  - 2. Flush-Mounted Equipment: Inside of equipment door.
  - 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  - 4. Elevated Equipment: Legible from the floor or working platform.
  - 5. Branch Devices: Adjacent to device.
  - 6. Interior Components: Legible from the point of access.
  - 7. Conduits: Legible from the floor.
  - 8. Boxes: Outside face of cover.
  - 9. Conductors and Cables: Legible from the point of access.
  - 10. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.

- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.
- G. Mark all handwritten text, where permitted, to be neat and legible.

**END OF SECTION**



**SECTION 260583  
WIRING CONNECTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical connections to equipment.

**1.02 RELATED REQUIREMENTS**

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 260533.13 - Conduit for Electrical Systems.
- C. Section 260533.16 - Boxes for Electrical Systems.

**1.03 REFERENCE STANDARDS**

- A. NEMA WD 1 - General Color Requirements for Wiring Devices 1999 (Reaffirmed 2015).
- B. NEMA WD 6 - Wiring Devices - Dimensional Specifications 2016.
- C. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
  - 2. Determine connection locations and requirements.
- B. Sequencing:
  - 1. Install rough-in of electrical connections before installation of equipment is required.
  - 2. Make electrical connections before required start-up of equipment.

**1.05 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Flexible Conduit: As specified in Section 260533.13.
- B. Wire and Cable: As specified in Section 260519.
- C. Boxes: As specified in Section 260533.16.

**2.02 EQUIPMENT CONNECTIONS**

- A. VAV Boxes:
  - 1. Electrical Connection: Flexible conduit.
  - 2. Voltage: 480 volts, 3 phase, 60 Hz.

**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. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

- E. Install terminal block jumpers to complete equipment wiring requirements.
- F. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

**END OF SECTION**

## **SECTION 262813 FUSES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Fuses.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 260553 - Identification for Electrical Systems: Identification products and requirements.
- B. Section 262816.16 - Enclosed Switches: Fusible switches.

#### **1.03 REFERENCE STANDARDS**

- A. NEMA FU 1 - Low Voltage Cartridge Fuses 2012.
- B. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements Current Edition, Including All Revisions.
- D. UL 248-10 - Low-Voltage Fuses - Part 10: Class L Fuses Current Edition, Including All Revisions.
- E. UL 248-12 - Low-Voltage Fuses - Part 12: Class R Fuses Current Edition, Including All Revisions.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
    - a. Fusible Enclosed Switches: See Section 262816.16.
  - 2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
  - 3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Littelfuse, Inc: [www.littelfuse.com/#sle](http://www.littelfuse.com/#sle).
- B. Bussmann, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
- C. Mersen: [ep-us.mersen.com/#sle](http://ep-us.mersen.com/#sle).

#### **2.02 APPLICATIONS**

- A. Feeders:
  - 1. Fusible Switches up to 600 Amperes: Class RK1, time-delay.
  - 2. Fusible Switches Larger Than 600 Amperes: Class L, time-delay.

#### **2.03 FUSES**

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.
- C. Provide fuses of the same type, rating, and manufacturer within the same switch.
- D. Comply with UL 248-1.

- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.
- F. Voltage Rating: Suitable for circuit voltage.
- G. Class R Fuses: Comply with UL 248-12.
- H. Class L Fuses: Comply with UL 248-10.
- I. Provide the following accessories where indicated or where required to complete installation:
  - 1. Fuseholders: Compatible with indicated fuses.
  - 2. Fuse Reducers: For adapting indicated fuses to permit installation in switch designed for fuses with larger ampere ratings.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.
- B. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 INSTALLATION**

- A. Do not install fuses until circuits are ready to be energized.
- B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

**END OF SECTION**

## **SECTION 262816.16 ENCLOSED SWITCHES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Enclosed safety switches.
- B. Enclosures

#### **1.02 RELATED REQUIREMENTS**

- A. Section 260526 - Grounding and Bonding for Electrical Systems.
- B. Section 260529 - Hangers and Supports for Electrical Systems.
- C. Section 260553 - Identification for Electrical Systems: Identification products and requirements.
- D. Section 262813 - Fuses.

#### **1.03 SCOPE**

- A. All equipment to be installed by any contractor that requires electrical connection, that has an electric motor, or is classified by codes as requiring disconnecting means, shall have a disconnect switch or code approved disconnecting means furnished and installed by the Division 16 Contractor, whether a disconnect is shown on the plans or not.
- B. If the equipment being served is equipped with a code approved factory installed disconnecting means, then the requirement for the Division 16 Contractor to provide a disconnecting means shall be deleted. Coordinate with the equipment provider to determine if the equipment is being provided with a code approved, factory installed disconnecting means.
- C. The Division 16 Contractor shall coordinate the disconnect required and shall furnish and install the disconnect.

#### **1.04 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2018.
- C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum) 2013.
- D. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems 2017.
- E. NFPA 20 - Standard for the Installation of Centrifugal Fire Pumps.
- F. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.
- I. UL 98 - Enclosed and Dead-Front Switches Current Edition, Including All Revisions.
- J. UL 869A - Reference Standard for Service Equipment Current Edition, Including All Revisions.

#### **1.05 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.
  - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
  - 4. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

## 1.06 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements and Section 16010 - General Electrical Requirements, for submittal procedures.
- B. Product Data: Provide switch ratings and enclosure dimensions. Ratings shall include but not necessarily be limited to voltage, number of poles, voltage, amperage, horsepower and short-circuit.
- C. Project Record Documents: Record actual locations of enclosed switches.

## 1.07 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

## 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Eaton Corporation: [www.eaton.com/#sle](http://www.eaton.com/#sle).
- B. General Electric Company: [www.geindustrial.com/#sle](http://www.geindustrial.com/#sle).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us/#sle](http://www.schneider-electric.us/#sle).
- D. Substitutions: See Section 016000 - Product Requirements.

### 2.02 ENCLOSED SAFETY SWITCHES

- A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet.
  - 2. Ambient Temperature: Between -22 degrees F and 104 degrees F.
- D. Horsepower Rating: Suitable for connected load.
- E. Voltage Rating: Suitable for circuit voltage.
- F. Short Circuit Current Rating:
  - 1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating as indicated on the drawings.
- G. Provide with switch blade contact position that is visible when the cover is open.
- H. Conductor Terminations: Suitable for use with the conductors to be installed.
- I. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
- J. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Indoor Clean, Dry Locations: Type 1.
    - b. Outdoor Locations: Type 3R.
  - 2. Finish for Painted Steel Enclosures: Manufacturer's standard, factory applied grey unless otherwise indicated.
- K. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.

- L. Heavy Duty Switches:
  - 1. Comply with NEMA KS 1.
  - 2. Conductor Terminations:
    - a. Provide mechanical lugs unless otherwise indicated.
    - b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
  - 3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.
- M. Fusible Switch Assemblies: NEMA KS 1, Type HD, quick-make, quick-break enclosed load interrupter knife switch.
- N. Nonfusible Switch Assemblies: NEMA KS 1, Type HD, quick-make, quick-break, enclosed load interrupter knife switch.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required supports in accordance with Section 260529.
- E. Install enclosed switches plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 260526.
- H. Provide fuses complying with Section 262813 for fusible switches as indicated or as required by equipment manufacturer's recommendations.
- I. coordinate with the supplier of each piece of equipment that requires a disconnect switch to determine the exact rating and type of the switch and the rating and type of fuses (if required or called for).
- J. Install disconnect switches as near as possible to the spot where indicated on Drawings. Contractor shall field determine the construction conditions and locate the switch in the best possible location.
- K. Install fuses in fusible disconnect switches.

### **3.02 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Perform field inspection in accordance with Section 014000.
- C. Inspect and test in accordance with NETA ATS, except Section 4.
- D. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
- E. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

**END OF SECTION**