Jones Gillam Renz Architects

Address
730 N 9th St.
Salina, KS 67401

1881 Main St., Suite 301
Kansas City, MO 64108

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(785) 827-0386

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Project Manual

for

USD 305 SALINA SCHOOL DISTRICT
LAKEWOOD MIDDLE SCHOOL
Boiler Replacement
Salina, KS

March 6, 2025

Project No. 24-3472

USD 305 SALINA SCHOOL DISTRICT
LAKEWOOD MIDDLE SCHOOL
BOILER REPLACEMENT
SALINA, KANSAS

Project No. 24-3472

DATE OF DRAWINGS AND SPECIFICATIONS	March 6, 2025
OWNER	USD 305 SALINA SCHOOL DISTRICT 1511 Gypsum Ave, Salina, KS 67401 Paul Mensching, Director of Operations 785 309 4712
ARCHITECT	JONES GILLAM RENZ ARCHITECTS, INC Charles A. Renz, Project Architect 730 N. Ninth Street, Salina, KS 67401 785 827 0386
MECHANICAL/ELECTRICAL	LST CONSULTING ENGINEERS, INC. John Lewis Smith, P.E 4809 Vue Du Lac Pl, Ste 201, Manhattan, KS 66503 785 587 8042

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USD 305 Salina School District
Lakewood Middle School
Boiler Replacement
Salina, KS

Jones Gillam Renz Architects, Inc
730 N. 9th St.
Salina, Kansas 67401
785-827-0386

Project No. 24-3472

INVITATION TO BID

Sealed Bids, will be received by Paul Mensching, USD 305 Salina School District, Salina, Kansas, for the furnishing of all labor and materials as hereinafter specified for the boiler replacement at Lakewood Middle School. **Bid shall be delivered to The USD 305 Board of Education Office, 1511 Gypsum Ave, Salina, KS** before **Wednesday, March 26, 2025 at 2:15 p.m.** at which time the bids will be opened and read aloud. Bids received after this time will not be accepted.

1. PROJECT SCOPE
   a. Remove existing hot water heating boilers as identified on drawings.
   b. Install new heating hot water boilers as identified on drawings. Include all installation necessary for complete operation.
   c. Obtain required inspections/certificates for operation of new equipment.

2. PRE-BID CONFERENCE
   There is no Pre-Bid Conference scheduled for this project. Contractors are encouraged to contact USD 305 Director of Operations, Paul Mensching 785 309-4710 paul.mensching@usd305.com if they wish to make arrangement to review the building site. The building is located at **1135 E. Lakewood Cir., Salina, KS.**

3. COMPLETION TIME
   Desired completion date for the project is to be on or before **July 25, 2024.** Any deviation from this timeframe shall be stated on the bid form: See Section 1019 Special Provisions for Anticipated Construction Schedule. All Aspects of this project shall be phased to minimize disturbance of the daily schedule and other concurrent projects being performed during the summer. The contractor shall turn over completed areas of work as soon as possible following installation, punch list review, and acceptance by the owner. Prior to construction, Materials shall be on site or assured delivery dates to minimize construction delays.

4. The GENERAL CONSTRUCTION CONTRACT will include flooring installation. The contractor shall be responsible for incidental general construction items as necessary for performance of the work and completion of the project.

5. As a condition precedent to Contract Award, type of work completed, contractor's ability to complete work on schedule, contractor references, will be carefully considered. Owner is not obligated to accept lowest or any other bid. The owner reserves the right to waive informalities in the bids and/or process.

6. The Drawings, Specifications, and Contract Documents may be obtained from Jones Gillam Renz Architect, 730 North 9th Street, Salina, Kansas 67401, 785-827-0386 upon deposit of $100.00 for one (1) set of General Construction Drawings and Specifications.

   Electronic Drawings and specifications will be available for review on the website at **www.jgrarchitects.com.**

   CONTRACT DOCUMENTS will be on file and may be examined at the following locations:
   Jones Gillam Renz Architects, 730 North 9th Street, Salina, KS 67401, www.jgrarchitects.com, Ph. 785-827-0386
   Dodge Construction Network, www.construction.com, Ph. 877-784-9556
   Salina Blueprint and Micrographics, 209 S Santa Fe Ave., Salina, KS 67401, www.salinablue.com, Ph. 785-827-6182
   Salina Area Chamber of Commerce Plan Room, 120 W. Ash St., Salina, KS 67401, www.salinakansas.org, Ph. 785-827-9301

BY ORDER OF:
Paul Mensching, Director of Operations
USD 305 Salina School District
Salina, Kansas

INFORMATION FOR BIDDERS

1. EXAMINATION

Before submitting their bid, each Bidder shall carefully examine all documents pertaining to the work, visit the site of the work, and inform themselves as to all existing conditions under which the work will be performed. Submission of a bid will be considered presumptive evidence that the Bidder is fully aware of the conditions of the work, requirements of the Contract Documents, pertinent State and Local codes, conditions of labor and material markets, and has made allowances in their bid for all work and all contingencies. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

2. QUESTIONS AND INTERPRETATION OF DOCUMENTS

Should a Bidder be in doubt as to the meaning of any part of the Drawings, Specifications or other proposed Contract Documents and/or find discrepancies in or omissions from the Drawings, Specifications and Contract Documents, they shall contact the Architect immediately per Article 3, Subparagraph 3.2.1 of the AIA General Conditions. Any interpretation of the proposed documents will be made only by Addendum duly issued and copy of such Addendum will be emailed to each person receiving a set of such documents. The Architect and Owner will not be responsible for any other explanation or interpretation of the proposed documents.

3. GENERAL CONSTRUCTION BID

a. The General Construction bid shall incorporate all of the departments of Work into one (1) bid.
b. The General Contractor shall assume all responsibility for supervision and coordination of the Work.
c. The General Contractor shall furnish Performance and Payment Bonds in the full amount of the Work (Total of General Construction, Electrical, and Mechanical Work).
d. The General Contractor shall carry and pay the premium covering the General Construction Work, for Contractors and Subcontractors Insurance as specified in Supplementary Conditions of the Contract.

4. BID PROCEDURE

a. Bids will be received at the time and place stated in the INVITATION TO BID. Bids received after the time stated will be returned unopened.
b. No oral or telephonic bids will be considered, but modifications by email of bids already submitted will be considered if received prior to time set for bid opening.
c. Any addenda issued during the time of preparation of bids are to be acknowledged on the Bid Form and in closing a Contract, they will become a part thereof.
d. Each Bidder is required to bid all alternates included in the Bid Form, except that should they desire not to bid an Alternate, they may insert the words "No Bid" in the space provided for such Alternates. In such case, if it is determined to use such Alternate, the fact that the cost of the material, type, or method bid may be lower than that chosen shall not constitute the basis of a claim by the Bidder that the Contract be awarded to him. If an Alternate Price called for involves no change in price, Bidder shall so indicate by writing the words, "No Change" in the space provided. Refer to Section 01019 - SPECIAL PROVISIONS. Each Bidder is required to fill in all unit cost items shown on the Bid Form. Failure to comply may be cause for rejection.
e. Bids shall be submitted on the forms provided. All blank spaces on the forms shall be fully completed in words as well as figures. Bid Forms must be signed in longhand, with name typed below signature. Where Bidder is a corporation, Bid Forms must be signed with legal name of corporation, followed by the name of the State of Incorporation, and the legal signature of an officer authorized to bind the corporation to a contract, Attest and Seal Impression. A copy of the Bid Form is bound herein for the convenience of the Bidders and is not to be detached or filled out. Separate Bid Forms will be furnished to all Bidders.
f. Submittals of Bids shall be as follows:

    1) Bids shall be sealed in an opaque envelope, labeled "USD 305 LAKEWOOD MIDDLE SCHOOL BOILER REPLACEMENT, SEALED BID, DO NOT OPEN" addressed to: USD 305 LAKEWOOD MIDDLE SCHOOL. **Bid shall be delivered to The USD 305 Board of Education Office, 1511 Gypsum Ave., Salina, KS** before **Wednesday March 26, 2025 at 2:15 p.m.** Bids will be opened and read aloud.

5. CONTRACT GUARANTEE
Successful Bidder must deliver to the Owner the following Bonds in an amount no less than 100% of the accepted bid, as security for the faithful performance of the Contract.
a. Performance and Payment Bond as per General Conditions.
b. Statutory Bond, as required in Section 01019 - SPECIAL PROVISIONS.

6. WITHDRAWAL OF BIDS
A bid may be withdrawn on written or faxed request and by request of Contractor personally, received or made prior to time fixed for bid opening. No bid may be withdrawn after opening of bids.

7. INTERPRETATION OF QUOTED PRICES
In case of a difference in written words and figures in a bid, the amount stated in written words shall govern.

8. TIME OF CONSTRUCTION AND LIQUIDATED DAMAGES
Refer to Section 01019 - SPECIAL PROVISIONS.

9. DISQUALIFICATION
The Owner reserves the right to disqualify bids, before or after opening upon evidence of collusion with intent to defraud or illegal practices upon part of the Bidder. Bids will be opened as stated in the Invitation to Bid.

10. SALES TAX EXEMPTION
Refer to Section 01019 - SPECIAL PROVISIONS.

*****

USD 305 – Lakewood Middle School, Boiler Replacement
Salina, Kansas
BID FORM

Bid of _____
(Firm Name)
Date _____

BID FORM FOR:
Lakewood Middle School
Boiler Replacement
JGR #24-3472

TO: **Paul Mensching, Director of Operations**
USD 305 Salina School District
1511 Gypsum Ave.
Salina, KS 67401

In compliance with your INVITATION TO BID, the undersigned proposes to furnish all labor and materials and perform all work for the General Construction, including Mechanical and Electrical Work, incidental for the construction and equipping of USD 305 Lakewood Middle School, Boiler Replacement, Salina, Kansas, in strict accordance with the Specifications and the Drawings dated March 6, 2025 mentioned therein for the consideration of the following:

BASE BID _____ **Dollars**

$ _____

The Base Bid includes all allowances as outlined in Section 01019 – Special Provisions.

Number of consecutive Calendar Days to complete this project in accordance with Drawings and Specifications, to be coordinated with General Contractor and subject to Liquidated Damages. Note, Construction Schedule in specifications defines completion date of **July 25, 2024**. Calendar days shall be stated below if Contractor intends to not have project completed by that date. If Contractor's intent is for be complete by that date, note *"Per Specification"* in the line below.

Section 01019 - SPECIAL PROVISIONS -- _____**DAYS**

The Undersigned acknowledges receipt of the following addenda:

Addendum #1 ____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____ Addendum #5 _____

ALTERNATE PRICES: For the Alternates as described in the Specifications and/or Drawings, the undersigned agrees to ADD or DEDUCT the following amounts to or from the BASE BID as hereinafter itemized:

ALTERNATE NO.	**ADD/DEDUCT**
Alternate No. 1 Install (2) butterfly valves in existing piping.	$_____
Alternate No. 2 If added by Addendum.	$_____
Alternate No. 3 If added by Addendum.	$_____

Unit Prices

Unit Price No. 1

Contractor shall state the unit price for adding propylene glycol to the existing piping system.

$ _____ per gallon

I (or WE) FURTHER AGREE AS FOLLOWS:

1. To furnish labor and materials for additional work (except Mechanical and Electrical) ordered by the Owner and for which no pre-agreed upon amount has been determined for the cost of the labor and materials involved plus 10% for overhead and profit.
2. To furnish supervision and coordination for 10% of the cost of additional Mechanical and Electrical work ordered by the Owner.
3. To accept the provisions of Section 01019 - SPECIAL PROVISIONS regarding the date of completion of the Project and Liquidated Damages.
4. If written notice of the acceptance of the Bid is mailed, telegraphed or delivered to the Undersigned within 30 days after the date of the opening of the Bids, or anytime thereafter before this Bid is withdrawn, the Undersigned will, within ten (10) days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver a contract, Standard Form of Agreement Between U.S.D. 305 (Owner) and Contractor for Fixed Price Construction, which references Document A101, Standard Form of Agreement Between Owner and Contractor, and give Performance Bond in accordance with the Specifications and bid as accepted.
5. That upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of acceptance of the Bid, that security deposited with Bid shall be forfeited to the Owner as liquidated damages for such failure or refusal.

DECLARATION:

1. The Undersigned hereby declares that he has carefully examined the Invitation and Information for Bidders, the Drawings and Specifications, has visited the actual location of the Work and has consulted his sources of supply, and has satisfied himself as to all quantities and conditions, and understands that in signing this Bid, he waives all rights to plead any misunderstanding regarding the same.

2. The Undersigned understands that his competence and responsibility and that of his proposed subcontractors, time of completion, as well as any other factors of interest to the Owner will be considered in making the award. The Owner reserves the right to reject any or all bids, to accept or reject alternate bids and unit prices and to waive technicalities concerning the bids received, as it may be in his interest to do so.

_____
(Legal Name of Bidder)

(SEAL, if bid is by a corporation)

_____
(Address of Bidder)

BY _____ in longhand

_____ Typewritten
(Title)

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

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

USD 305 Lakewood Middle School
Boiler Replacement
Salina, KS
JGR 24-3472

THE OWNER:
(Name, legal status and address)

USD 305 Salina School District
1511 Gypsum Ave.
Salina, KS 67401
785-309-4712

THE ARCHITECT:
(Name, legal status and address)

Jones Gillam Renz Architects
Charles A. Renz, Principal
730 N Ninth St., Salina, Ks 67401
785-827-0386

TABLE OF ARTICLES

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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(Topics and numbers in bold are Section headings.)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 *Superintendent*

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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.

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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

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

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

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

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

- **.1** cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

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

Standard Form of Agreement Between U.S.D. 305 (Owner) and Contractor for Fixed Price Construction

Agreement Between the Owner:
Salina U.S.D 305
1511 Gypsum
Salina, Kansas 67401

and the Contractor:

for the following Project:
USD 305 Lakewood Middle School
Boiler Replacement
1135 E. Lakewood Circle
Salina, Kansas 67401
Owner Project Number TBD

The Architect:
Jones Gillam Renz Architects, Inc.
730 N. Ninth St.
Salina, Kansas 67401

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The Owner and Contractor agree as follows.

I. The Contract Documents.

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

a. The Agreement is this executed *Standard Form of Agreement Between U.S.D. 305 (Owner) and Contractor for Fixed Price construction*

b. The General Conditions are *AIA Document A201-2017, General Conditions of the Contract for Construction, as amended.*

c. The Supplementary and other Conditions of the Contract:
   i. *K.S.A. 44-1030: State and local government contracts; mandatory provisions.*

d. The Specifications. *As presented by Jones Gillam Renz Architects in the Project Manual dated _____ and titled Lakewood Middle School Boiler Replacement.*

e. The Drawings. *As presented by Jones Gillam Renz Architects in the drawing set titled: USD 305 Lakewood Middle School Boiler Replacement (___ sheets).*

f. The addenda:
   i.

II. 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.

III. Contract Dates.

a. **Date of Commencement.** The Date of Commencement of the Work shall be *fixed in the notice to proceed issued by the Owner.*

b. **Date of Substantial Completion.** The Contractor shall achieve Substantial Completion of the entire Work not later than: _____. If the notice to proceed is not issued by _____, the date of substantial completion shall be adjusted such that the performance period equals _____ calendar days. The Date of Substantial Completion is subject to adjustments of this Contract Time as provided in the Contract Documents.

IV. Contract Sum.

a. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be $_____ subject to additions and deductions as provided in the Contract Documents.

b. The Contract Sum is based upon a base bid of $_____. Owner reserves the right to accept alternates and to award or amend the Contract accordingly within 60 days of the Notice of Award.

i.

c. Allowances are included in the Contract Sum as described in Specification Section 01019 of the Contract Documents.

i. Contingency Allowance $5,000.00

d. It is agreed that prior to commencement of work the contractor shall prepare mock-up installation of LVT over existing flooring. If directed by the owner to leave existing VCT in place, a deductive change order will be issued for modified scope per the bid pricing of item "b" above.

e. The following is a mutually accepted unit price: N/A

V. Payments.

a. **Progress Payments.** Based upon Application for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the *15th day of the month.*

i. Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month.

ii. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents.

iii. 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.

iv. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that

portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in § 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended;

2. Add 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), less retainage of ten percent (10%);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate of Payment as provided in § 9.5 of AIA Document A201-2017, as amended.

v. The progress payment amount determined in accordance with paragraph V.a.iv shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with § 9.10.3 of AIA Document A201-2017, as amended.

vi. 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.

b. **Final Payment.** The Owner's final payment to the Contractor shall be made no later than 45 calendar days after the issuance of the Architect's final Certificate for Payment. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

i. The Contractor has fully performed the Contract except for the Contractor's responsibilities to correct Work as provided in § 12.2.2 of AIA Document A201-2017, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and

ii. A final Certificate for Payment has been issued by the Architect.

VI. Dispute Resolution. See Article 15 of AIA Document A201-2007, as amended.

VII. Termination or Suspension. See Article 14 of AIA Document A201-2007, as amended.

VIII. Miscellaneous Provisions.

a. **Interest on Late Payments.** See § 13.5 of AIA Document A201-2007, as amended.

b. **The Owner's Representative:**
Paul Mensching
1835 S. Broadway
Salina, KS 67401
785-309-4710 (office)
Paul.mensching@usd305.com

c. **The Contractor's Representative:**

d. **Changes in Representation.** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

IX. Insurance and Bonds. See Article 11 of AIA Document A201-2017, as amended.

This Agreement entered into as of: _____
(*Month Day, Year)*

_____ _____
OWNER *(Signature)* CONTRACTOR *(Signature)*

Paul Mensching, Exec. Director of Operations

_____ _____
(Printed name and title) *(Printed name and title)*

SUPPLEMENTARY CONDITIONS OF THE CONTRACT

1. DEFINITIONS - Supplement Paragraph 1.1 as follows:
   a. When words such as approved, proper, satisfactory, equal, and as directed are used, they imply such reference to the Architect's specific approval and directions.
   b. Provide means to furnish and install.
   c. The provisions of the Agreement take precedence over all other Contract Documents.

2. WARRANTY - Supplement Paragraph 3.5.1 as follows:
   a. Contractor warrants to Owner and Architect that on receipt of notice from either of them, within the period of one (1) year following date of Substantial Completion, that defects in materials and/or workmanship have appeared in the Work, Contractor will promptly correct such defects to the state of condition originally required by the Contract Documents at Contractor's expense.

3. SHOP DRAWINGS - Supplement Paragraph 3.12 as follows:
   a. The Contractor shall submit **one (1) electronic copy** of all Shop or Setting Drawings and Schedules required for the work of the various trades, after same have been checked and compared with the Contract Document Requirements, and after checking with field conditions at the job and so certified on the Drawings by the Contractor. Above Drawings will not be checked by Architect unless same bear certification.
   b. Architect's approval is subject to notations on Drawings, Compliance with Drawings and Specifications, and conditions and measurements at project. Measurements and quantity not checked or approved.

4. SAMPLES - Supplement Subparagraph 3.12.3 as follows:
   a. All samples as called for in the various Sections of this Specification and any other samples, as directed, shall be furnished by the Contractor for approval.
   b. All samples of materials that require approval as to color, texture, finish and type shall be furnished at the same time, so that an intelligent selection of colors and textures may be made by the Architect.

5. COLOR SELECTIONS
   a. The Contractor shall provide for and coordinate into the project construction schedule, a 6-week time frame for the Architect/Designer to make final color selections from Contractor's submittals, obtain approval from the Owner and to submit a color schedule, indicating what colors go where, to the Contractor. Time frame begins when Architect has received 100% of submittals listed below.
   b. Submittals, i.e., actual samples, manufacturers' literature, full color line options, etc., shall include as a minimum, but not limited to:
      Luxury Vinyl Tile
      Carpet Types
      Vinyl Composition Tile Flooring
      Vinyl Base
      Ceramic Tile

6. CLEAN UP - Supplement Paragraph 3.15 as follows:
   a. Each Contractor shall, at all times, remove any and all of his rubbish from the buildings and grounds and keep the building site clean.
   b. In addition to the general broom cleaning, the General Contractor shall do the following special cleaning for all trades at the completion of the work:
      1) Glass. Remove putty, stains and paint from all glass and wash and polish same. Care shall be taken not to scratch the glass.
      2) Painted, Decorated, and Stained Work. Remove all marks, stains, fingerprints and other soil or dirt from all painted, decorated, and stained work.
      3) Temporary Protection. Remove all temporary protections; clean and polish all floors at completion.
      4) Woodwork. Clean and polish all woodwork upon completion.
      5) Hardware. Clean and polish all hardware for all trades. This shall include removal of all stains, dust, dirt, paint, etc., upon completion.
      6) Tile Work. Remove all spots, soil, and paint from all tile work, wash same upon completion.
      7) Fixtures and Equipment. Clean all fixtures and equipment, removing all stains, paint, dirt and dust.
   c. All combustible rubbish, and all debris and other rubbish shall be removed entirely from the premises.

7. MUTUAL RESPONSIBILITY OF CONTRACTORS - Supplement Paragraph 6.2 as follows:
   a. General Contractor shall assume general coordination and direction of the project. General Contractor shall cooperate with Mechanical and Electrical Contractors and other subcontractors and/or suppliers on the Work and install their work in sequence to facilitate and not delay the completion of the project. The Architect is not the coordinator or expeditor of the work of the contractors and/or subcontractors referred to hereinbefore.

8. CHANGES IN THE WORK
   Refer to Paragraph 7.2 and insert the following:
   a. Whenever a Change Order involves net cost decrease, the CREDIT to the Owner shall be such net cost decrease. Whenever a Change Order involves a summary net increase, the Contract shall be increased by the amount of such net cost increase plus 10% of such net cost for overhead and profit. The General Contractor will furnish supervision and coordination for 10% of the cost of additional Mechanical and Electrical work ordered by the Owner.
   b. The Contractor shall furnish the Owner an itemized accounting with supporting data used in computing the value of any change that might be ordered.
   c. Change Orders must state a number of added days or days to be deleted from completion time. If no change in days is required by the change order, write NONE. Failure to comply with above voids any later request for extra time.

9. APPLICATION FOR PROGRESS PAYMENTS AND CERTIFICATION FOR PAYMENT
   a. Amend Subparagraph 9.3.1 and insert the following: On or before the 25th day of each month, the Contractor shall submit to the Architect an itemized Application for Payment supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require.
   b. Amend Subparagraph 9.4.1 and insert: If the Contractor has made application for payment as above, the Architect will, with reasonable promptness and within seven (7) days after receipt of the application, issue an application for payment to the Owner, with a copy to the Contractor in the amount of 90% of the value of the Contract the Architect determines has been completed to the date of application, thus a 10% retainage, less any amount paid to the Contractor, or state in writing his reason for withholding an application as provided in Subparagraph 9.5.1.
   c. Date of payment of the Application for Payment by the Owner is hereby defined as the earliest possible date that the Owner can prepare vouchers after receipt of Application for Payment from the Architect and approval of same by any governing body of the Owner and issuance of vouchers to cover Application for Payment.

10. CONTRACTOR'S LIABILITY INSURANCE
   a. Workers' Compensation and Employers Liability Insurance - Refer to Subparagraph 11.1.1.
   b. Bodily Injury and Property Damage - Refer to Subparagraph 11.1.2. Limits shall be as follows:
      (1) Limits of liability coverage shall be $2,000,000.00 Combined Single Limit for Bodily Injury and Property Damage.
   c. Owner's Protective Liability Insurance - Refer to Paragraph 11.2 - Owner's Option.

11. PERFORMANCE AND PAYMENT BONDS - Supplement Subparagraph 11.4.1 as follows:
   a. Bond shall be equivalent to AIA Form A311, two part Performance Bond and Labor and Materials Bond with amount shown on each part equal to 100% of the total amount payable by the terms of the Contract. Surety shall be company licensed to do business at the place of building and shall be acceptable to the Owner.

12. PROPERTY INSURANCE MARINE ALL RISK SPECIAL BUILDERS RISK AND TRANSIT FORM
   Refer to Paragraph 11.4 Property Insurance and insert the following:
   a. Until the Work is completed and accepted by the Owner, **the <u>Owner</u> shall effect and maintain total Property Insurance (Marine All Risk Special Builders Risk and Transit Form**) upon the Work at the site to 100% of the insurable value thereof (plus 8% of this insured value for Architect's Fee in connection with any loss covered by this insurance) including items of labor and materials connected therewith in or adjacent to the structure insured, materials in place or to be used as a part of the permanent construction, including surplus materials, shanties, protective fences, bridges or temporary structures, miscellaneous materials and supplies incidental to the Work, and such scaffoldings, stagings, towers, forms and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics; any tools, equipment, scaffoldings, stagings, towers and forms owned or rented by the Contractor; the capital value of which is not included in the cost of the work, nor loss of equipment, materials, tools, etc., by theft.

b. This insurance shall include the interest of the Owner, the Contractor, Subcontractor, and Sub-Subcontractor in the Work.

END OF SECTION

LIST OF DRAWINGS

General

Cover

Mechanical -Electrical

ME-1 Mechanical/Electrical Demolition Plan

Mechanical

M-1 Mechanical Plan
M-2 Boiler Room Isometric

Electrical

E-1 Electrical Plan

Attachment A

Kansas Legislature

44-1030
Chapter 44 – LABOR AND INDUSTRIES
ARTICLE 10. – KANSAS ACTS AGAINST DISCRIMINATION

44-1030 State and local government contracts; mandatory provisions.

(a) Except as provided by subsection (c), every contract for or on behalf of the state or any county or municipality or other political subdivision of the state, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

(1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

(2) in all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;

(3) if the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

(4) if the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

(5) the contractor shall include the provisions of subsections (a) (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor;

(1) Who employs fewer than four employees during the term of such contract; or

(2) Whose contracts with the governmental entity letting such contract cumulatively total $5,000 or less during the fiscal year of such governmental entity.

History: L. 1972, ch. 194, § 14 : L. 1977, ch. 183 § 1; L. 1991, ch. 147, § 17; L. 1992, ch. 91, § 3; April 23.

SAMPLE COPY - STATUTORY BOND

Statutory Bond shall be furnished in quadruplicate, two (2) copies shall have Power of Attorney attached. Wording of Statutory furnished must be an exact copy of this sample and on 8½" x 11" paper.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:
_____, as Principal, and

_____, a Corporation organized under the laws of the State of _____, as Surety are held and firmly bound unto the State of _____ _____, in the penal sum of _____ _____Dollars $_____ lawful money of the United States, for the payment of which sum well and truly made, said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assignees, jointly and severally by these presents.

Signed, sealed and delivered on this _____ day of _____ , 20 _____

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS said Principal has entered into a written contract with _____ _____, hereinafter called the "Owner" dated _____ 20_____, for the construction or marking of the following described improvements:

all in accordance with the detailed Drawings and Specifications on file in the office of the Owner.

NOW THEREFORE, if the said Principal or the Subcontractor, or Sub-Subcontractors, of said Principal shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with, in or about the construction or making of the above described improvements, including gasoline, lubrications, oils, fuel oils, greases, coat and similar items used or consumed directly in furtherance of such improvements, this obligation shall be void, otherwise it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

(SEAL)

_____
Principal
By: _____

(SEAL)

_____
Surety
By: _____

SECTION 01010

GENERAL WORK REQUIREMENTS

1. GENERAL
Should conflict occur between these General Work Requirements and the General Conditions, the requirements of this Section take precedence.

2. INTENT OF DOCUMENTS
The Contract Drawings are complementary and what is called for by anyone shall be as binding as if called by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work.

3. MANUFACTURER'S DIRECTIONS
All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers, unless herein specified to the contrary.

4. BUILDING PERMIT
As stated in Subparagraph 4.7.1, AIA DOCUMENT A201, General Conditions, the **Contractor shall secure and pay for all required permits.**

5. MATERIALS - EQUIPMENT - SUBSTITUTION
   A. In general, these Specifications identify the required materials and equipment by naming one or more manufacturers, brand, model, catalog number, and/or other identification; the first-named manufacturer's product used as a basis for design; the other named brands considered equivalent. Equivalent brand manufacturers named must furnish products consistent with the Specifications for the first-named product, as determined by the Architect. Base Bid shall include only those brands named and must be used on the project, except as hereinafter provided.
   B. Materials or equipment specified exclusively, Base Bid shall be based on same and used on project, except as hereinafter provided.
   C. Prior to receipt of bids, should Contractor wish to incorporate in Base Bid, brands or products other than those named in the Specifications, he shall submit written request for substitution to Architect not later than seven (7) days prior to date bids are due. Architect will consider request and items approved will be listed in an addendum issued to all bidders.
   D. After execution of Contract, substitution of product brands for those named in the Specifications will be considered, only if request is received within thirty (30) days after Contract Date and request includes showing credit due Owner.
   E. Materials specified equivalent and those proposed for substitution must be equal or better than first-named material in construction, efficiency, utility, aesthetic design, and physical size shall not be larger than space provided for it. Request for substitution by full description and technical data in two (2) copies, including manufacturer's name, model, catalog number, photographs or cuts, physical dimensions, operating characteristics, and any other information for comparison.
   F. Owner reserves the right:
      1) To require any or all bidders, before execution of Contract, to state what materials they will use.
      2) To require "if bound with the Bid Form," the Contractor to fill out a BID SUPPLEMENT listing the BASE BID and "ADD" or "DEDUCT" for other materials he proposes to use.

6. APPROVAL OF SUBCONTRACTORS - MATERIALS
   A. The Contractor, if requested, must submit for approval before signing Agreement, list of Subcontractors and material suppliers enumerating items of work to be performed, name of materials, equipment, etc., to be furnished and/or installed. Refer to Paragraph - MATERIALS - EQUIPMENT - SUBSTITUTION.
   B. If the list is not requested prior to signing of Agreement, list, as described in previous paragraph, shall be furnished within ten (10) days of signing Agreement.

7. PROTECTION - Supplement, ARTICLE 10, AIA GENERAL CONDITIONS
   A. Refer to Paragraph - WEATHER CONDITIONS.
   B. Each Contractor shall assume responsibility for his materials stored on the premises.
   C. General Contractor shall take charge and assume general responsibility for proper protection of project during construction.

D. The General Contractor shall protect trees, shrubs, lawns, and all landscape from damage, providing guards and covering. Damaged work shall be repaired or replaced at his expense. Protect streets and sidewalks and make repairs at his expense.

1) Water Protection. The General Contractor shall, at all times, protect the excavation, trenches, and/or the building from damage by rain water, spring water, ground water, backing up of drains or sewers and all other water. He shall provide all pumps and equipment and enclosures to provide this protection.
2) Bracing, Shoring, and Sheeting. The General Contractor shall provide all shoring, bracing and sheeting as required for safety and for the proper execution of the work and have same removed when the work is completed.
3) Guard Lights. The General Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in the streets, roads or sidewalks and at all trenches or pits adjacent to public walks or roads.
4) Weather Conditions. The General Contractor shall, at all times, provide protection against weather; rain, winds, storms, frost, or heat, so as to maintain all work, materials, apparatus, and fixtures, free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be covered.

8. WEATHER CONDITIONS

The Contractor shall protect all portions of his work and all materials, at all times from damage by water, freezing, frost and is to repair, replace and make good to the satisfaction of the Architect, any portion of same which may in the Architect's opinion, have been damaged by the elements.

9. GRADES, LINES, LEVELS, AND SURVEYS

The Owner will establish the lot lines, restrictions and a bench mark. All other grades, lines, levels, and bench marks shall be established and maintained by the General Contractor, who shall be responsible for same. The General Contractor shall verify all grades, lines, levels, and dimensions as shown on the Drawings and he shall report all errors or inconsistencies in the above to the Architect before commencing work.

A. The General Contractor shall provide and maintain well-built batter boards at all corners. He shall establish bench marks in not less than two (2) widely separated places. As the work progresses, he shall establish bench marks at each floor, giving exact levels of the various floors.
B. As the work progresses, the General Contractor shall lay out in the forms and the rough flooring the exact location of all partitions as a guide to all trades.
C. The General Contractor shall verify all grades, lines, levels, and dimensions as shown on the Drawings and he shall report any errors or inconsistencies in the above to the Architect before commencing work.

10. REQUIREMENTS IMMEDIATELY AFTER EXECUTION OF CONTRACT

Immediately after execution of the Contract, the Contractor shall deliver to the Architect the following items which are described more fully in following Articles:

Schedule of Values
Schedule of Operations
Progress Charts
Samples
Superintendent's name and resume of experience
List of Subcontractors and Material Suppliers

A. Schedule of Values on AIA Form G702, or other form approved by the Architect, a detailed breakdown of the Contract Sum indicating the amounts allotted to the various divisions of the work for labor and material. The schedule will serve as a guide to the Architect in determining the amounts due each month as the work progresses. The schedule shall be broken down as directed by the Architect.
B. Schedule of Operations based on the above Schedule of Values and indicating the progress of the work up to the first day of each month shall be prepared by the Contractor in a form approved by the Architect and shall be delivered to the Architect in duplicate with each application for payment.
C. Progress Charts based on the above specified schedule of operations and indicating the progress of the work up to the first day of each month shall be prepared by the Contractor in a form approved by the Architect and shall be delivered to the Architect in duplicate with each application for payment. Progress charts shall be in the form of a bar graph. Along with progress charts the Contractor shall provide an estimated monthly cash flow chart.

11. CONSTRUCTION PROCEDURE

A. Each Contractor shall schedule his work so as to cause a minimum of interference with business operations during all of the construction work.

B. Precautions and Cooperation

1) Notify the Owner 7 days in advance before any utility (natural gas, water, electricity, or sewer) is to be interrupted.

2) With proper notification, interruption in utilities up to 4 hours will be permitted without special provisions by the Contractor. *If any interruption of a utility exceeds 4 hours the Contractor must make arrangements for temporary alternate utility service.

3) Interruption of utilities must be coordinated with the Owner with changeovers and out of service at night. Weekend and evening changeovers of utilities shall occur with no additional cost to the Owner.

4) Openings to be cut in existing exterior walls must be saw cut. No jackhammer work will be permitted. Notify the Owner 7 days in advance of cutting of exterior walls.

12. TIME EXTENSIONS ADVERSE WEATHER

A. The Contractor shall comply with all provisions of the General Conditions in submitting any request for extension of Contract Time due to unusually severe weather.

B. Definitions:

1. Adverse Weather - Atmospheric conditions at a definite time and place which are unfavorable to construction activities.

2. Unusually Severe Weather - Weather which is more severe than the adverse weather anticipated for the season, location, or activity involved.

C. In order for any request of time extension due to unusually severe weather to be valid, the Contractor must document both of the following conditions.

1. The weather experienced at the project site during the Contract period is more severe that the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather actually caused a delay to the completion of the project. The delay must be beyond the control and without fault or negligence by the Contractor.

D. The following schedule of monthly anticipated adverse weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Progress Schedule must reflect these anticipated adverse weather delays in all-weather affected activities:
MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON FIVE (5) DAY WORK WEEK.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

END OF SECTION 01010

SECTION 01019
SPECIAL PROVISIONS

1. GENERAL

Should conflict occur between these Special Provisions and the General Conditions, the requirements of the Special Provisions shall take precedence.

2. TIME OF CONSTRUCTION – PENALTY CLAUSE

a. Time of Construction - The Contractor will commence the work within ten (10) days after the Architect shall have given the Contractor written notice to commence construction to the satisfaction of the Owner within the calendar days as stated in Paragraph 3, below. The time for completion herein set forth shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, and direction by the Architect. It is impractical to perform any operation of construction and acts of omissions of the Owner with respect to matters for which Owner is solely responsible; provided, however, that no such extension of time for completion shall be granted the Contractor, unless within ten (10) days after the happening of any event relied upon by the Contractor for such extension of time, the Contractor shall have made a request, therefore, in writing to the Architect. Extended time will be submitted with pay request for Owner's approval.

b. Penalty Clause - The time of completion of the construction of the project is of the essence of this Contract. Should the Contractor neglect, refuse, or fail to complete the project (100%) within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided; the Owner shall have the right to deduct from and retain out of such money, which may then be due or which may become due and payable to the Contractor, the sum of THREE HUNDRED DOLLARS ($300.00) per day for each and every day that such construction is delayed in its completion beyond the specified time. If the amount due and to become due from the Contractor to the Owner is insufficient to pay in full any such penalites, the Contractor shall pay to the Owner the amount necessary to effect such payment in full; provided, however, that the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted or claimed. No award is given to the Contractor for early completion.

c. Joint Responsibility - The General Contractor and/or Subcontractors causing the delay in completion of the project shall be responsible for payment of the penalty. In no case shall the total penalty for all contracts exceed the sum of daily penalty multiplied by the number of days of delay in completion.

3. WORK SEQUENCE, SCHEDULE FOR COMPLETION AND LIQUIDATED DAMAGES

a. Schedule requirements for each area are outlined as follows.

Work	Available Start (approximate)	*Substantial Completion	Liquidated Damages
Boiler Replacement	May 24, 2024	To be bid	$300/Calendar Day after October 1, 2025

b. Schedule requirements for final completion – 30 days following substantial completion with liquidated damages equivalent to those identified for substantion completion.
c. *Construction days stated in the table above are approximate, with Contractor to provide detailed schedule of each area for review and approval by the Owner prior to beginning construction.

4. ALTERNATES - Refer to Alternate Schedule, Section 01030

a. Alternates specified are not a part of Base Bid, but are Alternates to same, their acceptance being at option of Owner.

5. CASH ALLOWANCES

a. Costs included in Allowances: Cost of Product to Contractor or Subcontractor, less applicable trade discounts, delivery to site, except those taxes saved by use of Owner's tax exemption.
b. Costs Not Included in the Allowance: Fees for overhead and profit, product handling at the site, including unloading, uncrating, and storage; protection of Products from elements and from damage and labor for installation and finishing.
c. Architect Responsibilities:
   1. Consult with Contractor in consideration and selection of Products, suppliers and installers.
   2. Select Products in consultation with Owner and transmit decision to Contractor.
   3. Prepare Proposal Requests and Change Orders.

d. Contractor Responsibilities:
   1. Assist Architect/Engineer in selection of Products, suppliers and installers.
   2. Obtain proposals from suppliers and installers and offer recommendations.
   3. On notification of selection by Architect, execute purchase agreement with designated supplier and installer.
   4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
   5. Promptly inspect Products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
   6. Product handling at the site, including unloading, uncrating and storage, protection of Products from elements and from damage and labor for installation and finishing.
   7. The Contractor shall include in his Bid all fees for all cash allowances.

e. Funds will be drawn from Cash Allowances only by written authorization from Owner.

f. Cash Allowances:
   1. **Contingency Allowance Base Bid**– In addition to the specification sections listed above, include an allowance of **$5,000.00** in the general bid and contract amount to be included in the contractors base bid. This allowance shall be used at the sole discretion of the Architect and/or Owner specifically for hidden conditions discovered in the field or on site, the addition of labor, parts and/or materials required for timely completion in conjunction with the general scope of work.

6. ENUMERATION OF DRAWINGS AND SPECIFICATIONS
   a. Correlation. Accompanying these Specifications are the Drawings, which jointly with these Specifications, are intended to explain each other and describe and coordinate the work to be performed under the Contract.
   b. Verification of Documents. Before submitting his bid, each Bidder shall check his set(s) of Drawings and Specifications and advise the Architect if any sheets are missing.
   c. Specifications Explanations. For convenience of reference, the Specifications are separated into Titled Divisions and Sections. Such separation shall not, however, operate to make the Architect an arbiter to establish limits between the Contractor and Subcontractor or Sub-Subcontractor.
   d. Drawings. Refer to LIST OF DRAWINGS.
   e. Specifications. Refer to TABLE OF CONTENTS.

7. WARRANTIES
   Before being eligible for final payment, Contractor shall deliver to Owner, through Architect, all special warranties specified for materials, equipment and installation.

8. OPERATING INSTRUCTIONS
   Before being eligible for final payment, Contractor shall deliver to Owner, through Architect, three (3) copies of manufacturer's operating and maintenance instructions, and one (1) CD/DVD containing a complete set or manufacturers operating instructions, a complete set of shop drawings on each piece of equipment. Electronic files shall be in PDF format with files organized into single documents for Architectural, Mechanical, and Electrical divisions.

9. AS-BUILT DRAWINGS
   Before being eligible for final payment, the Electrical and Mechanical Contractors shall prepare and deliver to Owner, through Architect, One (1) CD/DVD containing AS-BUILT DRAWINGS in PDF format. These drawings shall consist of marked-up prints, and shall show the correct location of every item of equipment, piping, conduit, panel boards, ductwork, switches, valves, etc. If marked-up prints are used, and scanned, they shall be new white prints without miscellaneous markings. All markings shall be clearly legible and identified.

10. CERTIFICATE OF COMPLIANCE
    Upon completion of project, Contractor is to furnish written Certification to the Architect that he has complied with every paragraph of the Specifications and Drawings.

11. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
    Upon completion of project, Contractor shall submit to Owner a signed Contractor's Affidavit of Release of Liens prior to final payment.

12. CONTRACTOR'S MONTHLY APPLICATION FOR PAYMENT FORM
    Contractor's monthly Application for Payment shall be submitted as per General Conditions. AIA Document G702, Application and Certificate for Payment is approved and acceptable.

13. FILING AND RECORDING OF BONDS

In addition to furnishing the number of combination Performance Bond and Labor and Materials Payment Bond, and Statutory Bond, if required, the Contractor shall file copies of such bonds with Clerk of the District Court and furnish Architect with receipt furnished by Clerk of the District Court, covering charges for filing and recording of said bonds.

14. STATUTORY BONDS

In addition to furnishing the combination Performance and Labor and Materials Payment Bond specified in General Conditions, the Contractor shall furnish Statutory Bond in an amount not less than 100% of the Agreement in such numbers and form stated in Sample Copy bound in the Specifications. Statutory Bond shall be filed and recorded with Clerk of the District Court, as specified in Paragraph - FILING AND RECORDING OF BONDS.

15. DOCUMENTS FURNISHED CONTRACTORS

The General Contractor will be furnished, free of charge, the following working drawings and specifications, including modifications for construction of the project - 20 sets. The General Contractor will be responsible for distribution of these sets to the Subcontractors and suppliers. The Contractor shall pay the actual cost of reproduction and postage for all additional sets requested by him.

16. TESTING AND INSPECTIONS

a. The General Contractor shall be responsible for coordination and scheduling of all inspections and testing as required by the Contract documents. The Contractor shall include a testing and inspection allowance in his bid as described in paragraph 5.f.3 of this section. The Contractor shall pay all costs associated with testing and all direct costs from the testing/inspection company and shall be deducted from the testing and inspection allowance. Re-testing/inspection costs associated with incorrect or defective work shall be paid by the Contractor and such costs are not to be deducted from the allowance.
b. All sampling and testing procedures shall be performed by the inspection compamy responsible for inspection and testing.

17. SALES TAX EXEMPTIONS

a. Materials and equipment incorporated into this project **are exempt** from the payment of sales tax under the laws of the State of Kansas and such sales tax **shall not be included in the Bid** of the Bidder.

b. The Owner will provide the Contractor with a proper exemption certificate within twenty (20) days of the Contract date.
    1) Should the Owner fail to provide an exemption certificate within the required time period, the Contractor shall be reimbursed monthly for all sales tax amounts for which he becomes liable until such certificate is provided.
    2) To minimize the Contractor's record keeping expense, the Owner shall provide an exemption certificate within sixty (60) days or it shall be presumed that the project will proceed on a non-exempt basis, and the Contract amount shall be equitably adjusted in writing in a lump sum amount sufficient to cover the Contractor's sales tax expense.
    3) Upon issuance of a proper exemption certificate to the Contractor, the Contractor shall assume full responsibility for his own proper use of the certificate, and shall pay all costs of any legally assessed penalties relating to the Contractor's use of the exemption certificate.

END OF SECTION 01019

SECTION 01030

ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.3 GENERAL

1. The General Contractor shall state in his Bid Form the amount of dollars to be ADDED or DEDUCTED from his Base Bid for the following Alternates.
2. Alternates are not in order of acceptance.
3. It shall be the responsibility of the General Contractor to advise all necessary personnel and suppliers as to the nature and extent of all alternates selected by the owner.
4. Circle Add or Deduct to indicate that the alternate price is to be added or subtracted from the base bid.

1.4 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
   1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.5 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 – PRODUCT (Not Used)

PART 3 – EXECUTION

SCHEDULE OF ALTERNATES

1. ALTERNATE NO. 1
Contractor shall indicate the amount to be added to the contract to install (2) butterfly valves in existing piping. Price shall include complete drain down of existing system, installation of new valves and accessories, required insulation, refill of system, and purging of air from system. Labor cost associated with adding propylene glycol to system shall be included in this Alternate. Cost of glycol to be per unit pricing.

Add $ _____

2. ALTERNATE NO. 2
(As added by addendum)

Add $ _____

3. ALTERNATE NO. 3
(As added by addendum)

Add $ _____

END OF SECTION 01030

SECTION 01270

UNIT PRICES

PART 1 - GENERAL

1. GENERAL
   A. Work contemplated under various proposed Unit Prices shall include all labor, materials, equipment and services necessary for, or incidental to, completion of all Work under each item.
   B. Unit Prices shall comply with similar conditions of the Drawings and Specifications provided under the Base Bid.
   C. Furnish separate Bids for each Unit Price in the space provided on the Form of Bid stating the amount to ADD to the Base Bid in the event of acceptance.
   D. Each Unit Price proposed shall include all ultimate costs for all omissions, additions, substitutions, and adjustments made by all trades involved.

2. UNIT PRICES
   A. Unit Prices generally will not be considered in determining the lowest responsible Bidder for the Project. However, if the Owner feels the low Bidder has submitted an inordinately high unit price, it may factor in an estimated number of units and calculate the total unit prices. If this is done, the lowest responsible bidder will be determined by comparing the Base Bid, Alternates if any, and the Unit Price calculation.

   B. Unit Prices shall be as listed below:

      1. UNIT PRICE NO. 1

         Contractor shall state the unit price for adding propylene glycol to the existing piping system.

         Add $_____/gallon

END OF SECTION 01270

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 DEFINITIONS
A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES
A. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
B. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 SUBMITTALS
A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE
A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS
A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS
A. Lumber and Plywood: Wood or cold for framing. Exposed plywood to be A-C face, protect edges to prevent splintering. Fire-retardant treated where retained for permanent installation.
B. Gypsum Board: Minimum 5/8 inch (12.7 mm) thick by 48 inches (1219 mm) wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M. TYPE X, Fire Rated.
C. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
D. Paint: Touch-up areas to match existing adjacent finish where affected by new construction/installations.

2.2 TEMPORARY FACILITIES
A. Field Offices, General: Coordinate with Owner for location of field office location. Move field office based on work area location and project phasing.
B. Common-Use Field Office: NA

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
   1. Store combustible materials apart from building.
   2. Coordinate with owner for storage locations when acclimation to building is required.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
   1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
   2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
   3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filters at air grille in system. Before Substantial Completion, all units and ductwork shall be thoroughly cleaned and restored to new condition.

2.4 SIGN AND ADVERTISING

A. The General Contractor shall furnish and erect one (1) painted sign, 8 x 12 in size, as shown on the last page of this Section and placed where directed. Sign shall show the following:
   1. Name of Project
   2. Name, Logo, and Address of Architect
   3. Name, Logo, and Address of General Contractor
   4. Name of Mechanical Subcontractor
   5. Name of Electrical Subcontractor
B. Post entire construction area with DANGER and NO TRESPASSING signs to comply with safety and insurance regulations.
C. Keep premises clear and free from other signs or posters.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
   1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

G. Electric Power Service: Use of Owner's existing electric power service will be permitted, Coordination is required to provide power when new service is installed.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
   2. Install lighting for Project identification sign.
      a. Principal subcontractors' field and home offices.
   2. Provide superintendent with cellular telephone for use when away from field office.

I. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail. Cellular e-mail service is acceptable.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
   2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
   2. Remove snow and ice as required to minimize accumulations.

E. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
   1. Provide temporary, directional signs for construction personnel and visitors.
   2. Maintain and touchup signs so they are legible at all times.

F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Contractor is responsible to provide waste disposal dumpsters. Use of owner trash dumpsters is not acceptable. Coordinate location with owner. Move as required by project phasing. Containers must be emptied on a regular basis. Repair any damage to yard, sidewalks, sprinklers, landscaping, etc. caused by dumpsters or emptying or moving of equipment.

G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

H. Temporary Elevator Use: Refer to Division 14 Sections for temporary use of new elevators.

I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

J. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
   1. Comply with work restrictions required by owner use and occupancy of the building and site.

B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 2 Section "Site Clearing" and Erosion Control drawings.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
   1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
   2. Reference erosion control drawings for additional requirement.

D. Storm water Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

G. Site Enclosure Fence: **Before construction operations begin**, furnish, and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
   1. Extent of Fence: As required to secure the construction site. The City shall retain access to the existing Maintenance building throughout construction.
   2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. **Provide Owner with one set of keys.**

H. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
   1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

K. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
   1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
   2. Insulate partitions to provide noise protection to occupied areas.
   3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
   4. Protect air-handling equipment.
   5. Weather strip openings.
   6. Provide walk-off mats at each entrance through temporary partition.

L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses.
   1. Prohibit smoking in completed facilities.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Reference General Conditions.

END OF SECTION 015000

SECTION 01732
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY
- A. This Section includes the following:
  1. Demolition and removal of selected portions of building or structure.
  2. Demolition and removal of selected site elements.

1.2 QUALITY ASSURANCE
- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.

1.3 PROJECT CONDITIONS
- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- **C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.**
  - **1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.**
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION
- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS
- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  1. Arrange to shut off indicated utilities with utility companies.
  2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
   2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
   3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
   4. Cover and protect furniture, furnishings, and equipment that have not been removed.
   5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
   1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
   2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
   3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
   5. Maintain adequate ventilation when using cutting torches.
   6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
   7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
   8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
   9. Dispose of demolished items and materials promptly.

B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.

C. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
   2. Protect items from damage during transport and storage.
   3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Cut concrete at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.

B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.

1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

F. Roofing: Remove no more existing roofing than can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

G. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 01732

SECTION 07552

SBS-MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.01 PROJECT APPLICATION

A. Scope of roofing work for this project is limited to patching required by installation of new boiler system, piping, vents, etc. as required for the complete installation of the boiler system.

B. This specification is for reference purposes identifying the building structure, roof system components, and materials as they are believed to exist per the original installation. All patching and repair shall be consistent with the original installation using compatible materials, and methods for installation.

C. The existing roof system in the area affected by this work is no longer covered by Manufacturer's warranty.

D. The contractor performing the boiler installation shall be responsible for hiring a qualified roofing contractor to perform all roof patching associated with this installation, including but not limited to substrate, vapor barrier, insulation, coverboards, flashings, boots, clamps, etc. for a complete and weather tight roof patch.

E. Contractor shall provide a 2-year roofers warranty for all work associated with the roof patch/repair. This warranty shall be included in the Closeout Documents prior to final payment from the Owner.

1.02 SUMMARY

A. This Section includes the following, required to install 20 year warranty "Tamko" 109-FR Awaplan Premium (fully adhered) or approved equal roof system.

1. Single-ply, modified bituminous membrane roofing.
2. Base sheet.
3. Base-ply felts.
4. Vapor retarder.
5. Roofing insulation.
6. Roof membrane surfacing material.
7. Walkways.

F. Related Sections include the following:

1. Division 6 Section "Miscellaneous Carpentry" for wood blocking, curbs, cants, and nailers; and wood-based, structural-use roof deck panels.
2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.

1.03 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 for definitions of terms related to roofing work not otherwise defined in this Section.

B. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mop-applied roofing asphalt and 75 centipoise for mechanical spreader-applied roofing asphalt within a range of plus or minus 25 deg F (14 deg C) measured at the mop cart or mechanical spreader immediately before application.

1.04 SYSTEM DESCRIPTION

A. Modified Bitumen Cap, Three Ply Built-up Roofing System: Total four ply membrane system with vapor retarder, and granular surface finish.

B. ½" Manufacturer approved cover board.

C. Tapered Rigid Insulation, minimum thickness – over 3" flat insulation areas. Reference Drawings for tapered roof slopes.

D. 5/8" type "X" Gypsum Board (over metal deck assemblies only).

E. Structural ribbed steel roof deck.

1.05 PERFORMANCE REQUIREMENTS

A. General: Install a watertight, modified bituminous membrane roofing and base flashing system with compatible components that will not permit the passage of liquid water and will withstand wind loads, thermally induced movement, and exposure to weather without failure.

B. FM Listing: Provide modified bituminous membrane, base flashings, and component materials that meet requirements of FM 4450 and FM 4470 as part of a roofing system and that are listed in FM's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FM markings.

1. Roofing system shall meet or exceed the following:
   a. TAMKO specified 109 FR Awaplan Premium.
   b. Fire/Windstorm Classification: Class 1A-90.
   c. Uplift resistance of 90 psf or greater per UL 1897 or equivalent UL. testing procedure.

1.06 SUBMITTALS

A. Product Data: For each type of roofing product specified. Include data substantiating that materials comply with requirements.

B. Shop Drawings: Include plans, sections, details, and attachments to other work, for the following:
   1. Base flashings, cants, and membrane terminations.
   2. Tapered insulation, including slopes.
   3. Crickets, saddles, and tapered edge strips, including slopes.

C. Samples for Verification: Material Samples are not required for patching related to the boiler replacement.

1.07 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer, minimum 5 years successful experience with a specified manufacturer installation, to perform Work of this Section who has specialized in installing roofing similar to that required for this Project; who is approved, authorized, or licensed by the roofing system manufacturer to install manufacturer's product; and who is eligible to receive the standard roofing manufacturer's warranty. Installer must be a member of the National Roofing Association.

B. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method indicated below by UL, FM, or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
   1. Exterior Fire-Test Exposure: Class C; complying with ASTM E 108, for application and slopes indicated.

C. Preinstallation Conference: Before installing roofing system, conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings." Notify participants at least 5 working days before conference.
   1. Meet with Owner; Architect; Owner's insurer, if applicable; testing and inspecting agency representative; roofing Installer; roofing system manufacturer's representative; deck Installer; and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
   2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
   3. Review flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Store roofing materials in a dry, well-ventilated, weathertight location to ensure no significant moisture pickup and maintain at a temperature exceeding roofing system manufacturer's written instructions. Store rolls of felt and other sheet materials on end on pallets or other raised surfaces. Do not double-stack rolls.
   1. Handle and store roofing materials and place equipment in a manner to avoid significant or permanent damage to deck or structural supporting members.

B. Do not leave unused felts and other sheet materials on the roof overnight or when roofing work is not in progress unless protected from weather and moisture and unless maintained at a temperature exceeding 50 deg F (10 deg C).

C. Deliver and store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.

D. Protect roofing insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

1.09 PROJECT CONDITIONS

A. Weather Limitations: Proceed with roofing work only when existing and forecasted weather conditions permit roofing to be installed according to manufacturers' written instructions and warranty requirements.

B. Kettle Location. Contractor shall coordinate kettle location with owner prior to arriving on site. Hot kettle shall be located away from pedestrian traffic.

1.10 WARRANTY

A. General Warranty: The existing roof in the area of work is not covered by existing warranty.

B. **Special Project Warranty**: Submit roofing Installer's warranty, using Midwest Roofing Contractor Association Guarantee Form No. 1981, signed by Installer, covering Work of this Section, including membrane roofing, base flashing, roofing insulation, fasteners, and vapor retarders, if any, for the following warranty period:
   1. Warranty Period: 2 years from date of Substantial Completion.
   2. Warranty shall cover any existing roof, roof components and systems which are modified, tied into, or otherwise affected by new construction. No existing effective warranties shall be voided or lessened due to modifications to existing systems related to new construction.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. SBS-Modified Bituminous Sheet:
   a. Tamko Roofing Products, Inc. (Basis of specification.)
   b. GAF.
2. Expanded Polystyrene Insulation: (Tapered, 2" Min. and flat 3 ½" and 4" thickness)
   a. Manufacturers as approved by roofing manufacturer, shall be approved by Associated Foam Manufacturers Inc.
   b. Insulation characteristics as specified in this section.
3. Glass Fiber Board Insulation
   a. Schuller Roofing Systems
4. Expansion Joint Covers
   a. Bellows expansion joint covers: Black EPDM with 3/8" closed cell foam and 26 gauge hot-dipped galvanized steel flanges. All corners, transitions, terminations, etc. shall be factory fabricated and matched. All fasteners shall be corrosion resistant and as recommended by the manufacturer.
   b. Product equal to John Mansville Expand-O-Flash and shall be compatible with the roof system. Warranty equivalent to the roof system warranty.

2.02 SBS-MODIFIED BITUMINOUS SHEET

A. SBS-Modified Bituminous Sheet, Mineral-Granule Surfaced: SBS-modified asphalt sheet, with continuous layer of mineral granules factory applied to top exposed surface; suitable for application method specified; manufacturer's standard thickness and weight; for use and of reinforcing type and granule color as follows:

1. Use: Roof membrane.
2. Use: Base flashing.
3. Use: Roof membrane and base flashing.
4. Use: Finish ply of 2-ply, modified bituminous membrane roofing.
5. Use: Finish ply of 2-ply, modified bituminous membrane roofing and base flashing.
6. Reinforcing: Woven or nonwoven polyester.
7. Reinforcing: Glass-fiber mesh or nonwoven glass-fiber mat.
8. Reinforcing: Composite woven or nonwoven polyester and glass-fiber mat.
9. Granule Color: To be selected by Owner.

B. Physical Properties: Provide SBS-modified bituminous membrane materials with the following properties when tested according to ASTM D 5147:

1. Thickness: 155 mils
2. Tensile Strength: 159 lbf/in. at 0 deg F (minus 18 deg C) in each direction.
3. Elongation at Maximum Load: 4.5 percent minimum at 0 deg F (minus 18 deg C) in each direction.
4. Tear Strength: 139 lbf minimum.
5. Water Absorption: Less than 0.2 percent mass change.
6. Low-Temperature Flexibility: Pass at minus 20 deg F.
7. Compound Stability: Not less than 250 deg F (121 deg C).

2.03 AUXILIARY MEMBRANE MATERIALS

A. General: Furnish auxiliary materials recommended by roofing system manufacturer for intended use and compatible with SBS-modified bituminous roofing.

1. Furnish liquid-type auxiliary materials that meet VOC limits of authorities having jurisdiction.

B. Asphalt Primer: ASTM D 41.

C. Roofing Asphalt: ASTM D 312, Type III or Type IV, as recommended by modified bituminous membrane manufacturer.

1. Label each container or provide certification with each load of bulk asphalt identifying type of roofing asphalt and indicating softening point, minimum flash point, equiviscous temperature, and finished blowing temperature.

D. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.

E. Mastic Sealant: Polyisobutylene, plain or modified bituminous, nonhardening, nonmigrating, nonskinning, and nondrying.

F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions of FM 4470; designed for fastening base sheets, base-ply felts, and base flashings and for backnailing modified bituminous membrane to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.

G. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."
H. Wood Nailer Strips: Furnish wood nailer strips complying with requirements of Division 6 Section "Rough Carpentry."
I. Wood Nailer Strips: Furnish wood nailer strips complying with requirements of Division 6 Section "Miscellaneous Carpentry."
J. Cants: Wood cants are specified in Division 6 Section "Rough Carpentry."
K. Cants: Wood cants are specified in Division 6 Section "Miscellaneous Carpentry."
L. Cants: Perlite board, complying with ASTM C 728.
M. Cants: Cellulosic-fiber board, complying with ASTM C 208, Type 2.
N. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 (2.36-mm) sieve and 98 percent of mass retained on No. 40 (0.425-mm) sieve.
1. Color: As selected by Architect from manufacturer's full range of colors.
O. Glass-Fiber Fabric: Woven glass cloth, treated with asphalt; complying with ASTM D 1668, Type 1.
P. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer for intended use.

2.04 BASE-SHEET MATERIALS
A. Base Sheet: (Tam-Glass Prem) Asphalt-impregnated, glass-fiber felt, complying with ASTM D 2178, Type VI.

2.05 BASE-PLY FELTS
A. Base-Ply Felt: Asphalt-impregnated, glass-fiber felt, complying with ASTM D 5147, Type IV.

2.06 VAPOR RETARDERS
A. Glass-Fiber Felts: Asphalt-impregnated, glass-fiber felt, complying with ASTM D 2178, Type IV.

2.07 INSULATION MATERIALS
A General: Provide preformed, roofing insulation boards that comply with requirements, selected from manufacturer's standard sizes and of thicknesses indicated.
1. Provide preformed, tapered insulation boards as indicated for roof slope. Fabricate with the following taper:
a. Approximately 1/4” per foot, as indicated on Drawings.
2. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

B. Tapered Insulation: ASTM C578 Type II, expanded polystyrene board with natural skin surfaces; with the following characteristics;

1	Board Density	1.35 lb./cu. Ft.
2.	Board Size	96 x 48 inch.
3.	Board Thickness	1 inch minimum. Tapered edges to 0”.
4.	Thermal Conductivity	R-4.0 @ 75° F/inch.
5.	Board Edges	Square

C. Flat Insulation: Polyisocyanurate – 48 x 48, 3” thickness, R7 minimum @ 75°F/inch square edges.

2.08 INSULATION ACCESSORIES
A. General: Furnish roofing insulation accessories recommended by insulation manufacturer for intended use and compatible with sheet roofing material.
B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions of FM 4470, designed for fastening roofing insulation to substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
C. Cover Board: Rigid, cellulosic-fiber insulation board, complying with ASTM C 208, Type II, Grade 2, 1/2 inch (12.7 mm) thick.
D. Substrate Joint Tape: 6 or 8 inches (150 or 200 mm) wide, coated, glass-fiber joint tape.

2.09 ROOF WALKWAYS
A. Walkway Pads: Additional layer of SBS-Modified Bituminous sheet, Mineral Granule Surfaced.
B. Splash Pads: Additional layer of SBS-Modified Bituminous sheet, Mineral Granule Surfaced at all downspout areas and condensate drain areas.

PART 3 - EXECUTION

3.01 EXAMINATION
A. Examine substrates, areas, and conditions under which roofing will be applied, with Installer present, for compliance with requirements.

B. Verify that roof openings and penetrations are in place and set and braced and that roof drains are properly clamped into position.
C. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at roof penetrations and terminations and match the thicknesses of insulation required.
1. Verify that wood nailer strips are located perpendicular to roof slope and are spaced according to requirements of roofing system manufacturer.
D. Verify that flatness and fastening of metal roof decks comply with installation tolerances specified in Division 5 Section "Steel Deck."
E. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.5 mm) out of plane.
F. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.03 PREPARATION
A. Clean substrate of dust, debris, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.04 VAPOR-RETARDER INSTALLATION
A. Install 2 felt plies lapping each felt 19 inches (483 mm) over preceding felt. Embed each felt in a solid mopping of hot roofing asphalt applied at a rate of 20 lb/100 sq. ft. (1 kg/sq. m), plus or minus 25 percent. Glaze-coat completed surface with hot roofing asphalt applied at a rate of 20 lb/100 sq. ft. (1 kg/sq. m), plus or minus 25 percent.
B. Completely seal vapor retarder at terminations, obstructions, and penetrations.

3.05 GENERAL INSTALLATION REQUIREMENTS
A. Install modified bituminous membrane roofing system according to roofing system manufacturer's written instructions and applicable recommendations of NRCA/ARMA's "Quality Control Recommendations for Polymer Modified Bitumen Roofing."
B. Shingling Plies: Install modified bituminous membrane roofing system with ply sheets shingled uniformly to achieve required number of membrane plies throughout. Shingle in direction to shed water.
1. Where roof slope exceeds 1/2 inch per 12 inches (1:24), run sheets of modified bituminous membrane roofing parallel with slope. Backnail top ends of sheets to nailer strips.
C. Cant Strips: Install and secure preformed 45-degree cant strips at junctures of modified bituminous membrane roofing system with vertical surfaces or angle changes greater than 45 degrees.
D. Cooperate with inspecting and testing agencies engaged or required to perform services for installing modified bituminous membrane roofing system.
E. Coordinate installing roofing system components so insulation and roofing plies are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.
1. Provide cutoffs at end of each day's work to cover exposed ply sheets and insulation with a course of coated felt with joints and edges sealed.
2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.
F. Asphalt Heating: Heat roofing asphalt and apply within plus or minus 25 deg F (14 deg C) of equiviscous temperature, unless otherwise required by roofing system manufacturer. Do not raise roofing asphalt temperature above the equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding 500 deg F (260 deg C) for more than 4 hours. Keep kettle lid closed, unless adding roofing asphalt.
1. Aggregate Surfacing: Limit temperature of asphalt flood coat to the minimum required for proper embedment of aggregate and the maximum that will permit retention of required coating weight based on slope of surface.
2. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction. If mopping is applied directly to substrate, tape substrate joints.

3.06 INSULATION INSTALLATION
A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
B. Comply with roofing system manufacturer's written instructions for installing roofing insulation.
C. Install tapered insulation under area of roofing to conform to slopes indicated and to Shop Drawings.
D. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.

E. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2 inches (50 mm) or greater, install required thickness in 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.

F. Trim surface of insulation where necessary at roof drains so completed surface is flush with ring of drain.

G. Nailer Strips: Where roof slopes are greater than 1/2 inch per 12 inches (1:24), mechanically fasten to deck 4-inch nominal- (89-mm actual-) wide, wood nailer strips of same thickness as insulation, spaced not more than 20 to 21 feet (6.0 to 6.4 m) apart. Run nailers perpendicular to slope of roof.

H. Install insulation with long joints of insulation in continuous straight lines with end joints staggered ‘between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.

1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.

I. Install insulation in a solid mopping of hot roofing asphalt.

J. Adhere insulation according to requirements of FM's "Approval Guide" for specified Windstorm Resistance Classification and the insulation and roofing system manufacturers' written instructions.

K. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Loosely butt cover boards together and fasten to roof deck according to roofing system manufacturer's written instructions. Tape joints of cover boards.

3.07 BASE-SHEET INSTALLATION

A Install one lapped course of base sheet according to roofing system manufacturer's written instructions, extending sheet over and terminating beyond cants. Attach base sheet as follows:

1. Adhere to substrate in a solid mopping of hot roofing asphalt.

3.08 BASE-PLY FELT INSTALLATION

A. Install base-ply felts according to roofing system manufacturer's written instructions, starting at low point of roofing system. End lap and shingle each base-ply felt to ensure number of base-ply felts covers the substrate at any point. Extend base-ply felts over and terminate beyond cants. Embed each base-ply felt in a continuous mopping of hot roofing asphalt, to form a uniform membrane without base-ply felts touching each other.

1. Install one base-ply felt.

3.09 ROOF MEMBRANE INSTALLATION

A. General: Install modified bituminous membrane over area to receive roofing, according to manufacturer's written instructions. Extend modified bituminous membrane over and terminate beyond cants.

1. Unroll sheet and allow it to relax for the minimum time period required by manufacturer.

B. Single-Ply, Modified Bituminous Membrane: Install a single ply of modified bituminous membrane starting at low point of roofing system.

1. Application: Adhere to substrate in a solid mopping of hot roofing asphalt applied at rate required by roofing system manufacturer.

C. Laps: Accurately align sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.

1. Repair tears and voids in laps and lapped seams not completely sealed.
2. Apply granules, while asphalt is hot, to cover asphalt bead exuded at laps.

D. Install modified bituminous membranes with side laps shingled with slope of roof deck where possible.

1. Install modified bituminous membranes with side laps shingled in direction to shed water on each large area of roofing, where slope exceeds 1/2 inch per 12 inches (1:24).

E. Membrane Walkways: Install another ply of modified bituminous membrane, approximately 36 inches (900 mm) wide and in lengths not exceeding 10 feet (3 m), leaving a space of 6 inches (150 mm) between strips. Adhere walkways in same type of hot roofing asphalt or cold-applied adhesive used to adhere roof membrane.

3.10 FLASHING AND STRIPPING INSTALLATION

A. Install modified bituminous membrane base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
   1. Prime substrates with asphalt primer if required by roofing system manufacturer.
   2. Backer Sheet Application: Install base-sheet backer and adhere to substrate in a uniform mopping of hot roofing asphalt.
   3. Base Flashing Application: Adhere modified bituminous membrane base flashing to substrate in a uniform mopping of hot roofing asphalt, applied to substrate and back of base flashing at rate required by roofing system manufacturer.

B. Extend base flashing up the wall a minimum of 8 inches (200 mm) above roof membrane and 4 inches (100 mm) onto field of roof membrane.

C. Mechanically fasten top of modified bituminous membrane base flashing securely at terminations and perimeter of roofing.
   1. Seal top termination of base flashing.

D. Install modified bituminous stripping where metal flanges and edgings are set on membrane roofing, according to roofing system manufacturer's written instructions.

E. Roof Drains: Set 30-by-30-inch (760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed modified bituminous membrane roofing. Cover metal flashing with modified bituminous stripping extending a minimum of 4 inches (100 mm) beyond edge of metal flashing onto field of roof membrane. Clamp roof membrane, metal flashing, and stripping into roof-drain clamping ring.

3.11 FIELD QUALITY CONTROL

A. Inspection: Manufacturer's representative will be required to inspect the roof installation on a periodic basis. Generally, this shall include an inspection at the start-up, at 25%, 50%, 75% and 100% completion. The manufacturer's representative will be required to submit a sign-off certificate.

B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
   1. Notify Architect and Owner 48 hours in advance of the date and time of inspection.

3.12 PROTECTING AND CLEANING

A. Protect modified bituminous membrane roofing from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove modified bituminous roofing that does not comply with requirements, repair substrates, reinstall roofing, and repair base flashings to a condition free of damage and deterioration at the time of Substantial Completion and according to warranty requirements.

3.13 ROOFING INSTALLER'S WARRANTY

A. WHEREAS <NAME> of <ADDRESS>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
   1. Owner:
   2. Address:
   3. Building Name/Type:
   4. Address:
   5. Area of Work:
   6. Acceptance Date:
   7. Warranty Period:
   8. Expiration Date:

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:
   1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
      a. lightning;
      b. peak gust wind speed exceeding 90 mph (m/sec);
      c. fire;
      d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
      e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
      f. vapor condensation on bottom of roofing; and
      g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
   2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof has been paid by Owner or by another responsible party so designated.
   3. The Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.
   4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void, unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
   5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
   6. The Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
   7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this <DAY> day of <MONTH>, <YEAR>.
   1. Authorized Signature:
   4. Name:
   5. Title:

END OF SECTION 07552

SECTION 220501

PLUMBING DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Plumbing demolition.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify field measurements, pipe, and equipment arrangements for new work as shown on Drawings.

B. Prior to submitting bid, visit site and become familiar with scope of demolition work required to accommodate new work.

C. Refer to Architectural Drawings for additional clarification of scope of demolition and new work.

D. Verify that abandoned equipment and associated plumbing installation serve only abandoned facilities.

E. Demolition drawings are based on record drawings and casual field observation .

F. Report discrepancies to Architect before disturbing existing installation.

G. Beginning of demolition means installer accepts existing conditions.

3.2 PREPARATION

A. Remove all piping, fixtures, and other plumbing installation as required for remodel and addition.

B. Coordinate utility service outages with respective utility company.

C. Provide temporary connections as required to maintain existing systems in service during construction.

D. Restore services to items not being removed, but affected by the demolition work required for new construction.

3.3 DEMOLITION OF EXISTING PLUMBING WORK

A. Remove, relocate, and extend existing installations to accommodate new construction.

B. Remove all equipment, controls, piping, fixtures, and other plumbing installation from the project areas as required for new construction. Piping to be removed to source of supply.

C. Repair adjacent construction and finishes damaged during demolition and extension work.

D. Maintain access to existing installations that remain active. Modify installation or provide access panels as appropriate.

E. Extend existing installations using materials and methods compatible with existing installation or as specified.

3.4 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment that remain or that are to be reused.

END OF SECTION 220501

SECTION 221005

PLUMBING PIPING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Pipe, pipe fittings, valves, and connections for piping systems.
   1. Gas.
   2. Flanges, unions, and couplings.
   3. Pipe hangers and supports.

1.2 QUALITY ASSURANCE

A. Perform Work in accordance with City of Salina standards.

B. Where joining systems specific to a piping manufacturer are used, personnel shall receive factory authorized training prior to installation, and submit evidence of such training for review.

C. Valves: Manufacturer's name and pressure rating marked on valve body.

D. Welding Materials and Procedures: Conform to ASME BPVC-IX and applicable state labor regulations.

E. Welder Qualifications: Certified in accordance with ASME BPVC-IX.

F. Identify pipe with marking including size, ASTM material classification, ASTM specification, potable water certification, water pressure rating.

1.3 REGULATORY REQUIREMENTS

A. Perform Work in accordance with State of Kansas, plumbing code.

1.4 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

2.1 GENERAL REQUIREMENTS

A. Reference PART 3 EXECUTION for product applications. Listing of products herein does not imply acceptance of use in all sizes or locations.

2.2 NATURAL GAS PIPING, ABOVE GRADE

A. Steel Pipe: ASTM A53/A53M Schedule 40 black.
   1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.
   2. Joints: Threaded or welded to ASME B31.1.

2.3 FLANGES, UNIONS, AND COUPLINGS

A. Unions for Pipe Sizes 3 Inches and Under:
   1. Ferrous pipe: Class 150 malleable iron threaded unions.
   2. Copper tube and pipe: Class 150 bronze unions with soldered joints.

B. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.4 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. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
   3. Vertical Pipe Support: Steel riser clamp.

B. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
   1. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.
   2. Other Types: As required.

PART 3 EXECUTION

3.1 PREPARATION

A. Ream pipe and tube ends. Remove burrs.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.

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

E. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.

3.3 APPLICATION

A. Install unions downstream of valves and at equipment or apparatus connections.

3.4 FIELD TESTS AND INSPECTIONS

A. Verify and inspect systems according to requirements by the Authority Having Jurisdiction. In the absence of specific test and inspection procedures proceed as indicated below.

B. Gas Distribution Systems:
   1. Test Preparation: Close each appliance valve or disconnect and cap each connected appliance.
   2. General Systems:
      a. Inject a minimum of 10 psi of compressed air into the piping system for a duration of 15 minutes and verify with a gauge that no perceptible pressure drop is measured.
      b. Ensure test pressure gauge has a range of twice the specific pressure rate selected with an accuracy of 1/10 of 1 pound.

C. Test Results: Document and certify successful results, otherwise repair, document, and retest.

3.5 SCHEDULES

A. Pipe Materials:
   1. Natural Gas: Any materials listed for use in Part 2.

END OF SECTION 221005

SECTION 230001

MECHANICAL DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Mechanical demolition.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

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

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

4.1 EXAMINATION

A. Verify field measurements, pipe, ductwork, and equipment arrangements for new work as shown on Drawings.

B. Prior to submitting bid, visit site and become familiar with scope of demolition work required to accommodate new work.

C. Refer to Architectural Drawings for additional clarification of scope of demolition and new work.

D. Verify that abandoned equipment and associated mechanical installation serve only abandoned facilities.

E. Demolition drawings are based on casual field observation .

F. Should the contractor encounter any existing conditions related to the project area that prevent the work from being performed as indicated or described, contact the Architect immediately.

G. Report discrepancies to Architect before disturbing existing installation.

H. Beginning of demolition means installer accepts existing conditions.

4.2 DEMOLITION OF EXISTING MECHANICAL WORK

A. Remove existing installations as indicated on drawings and as required to accommodate new work.

B. Remove abandoned equipment, controls, air devices, ductwork, piping, fixtures, and other mechanical installation. Piping and ductwork to be removed to source of supply.

C. Repair adjacent construction and finishes damaged during demolition and extension work.

D. Maintain access to existing mechanical installations that remain active. Modify installation or provide access panels as appropriate.

4.3 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment that remain or that are to be reused.

END OF SECTION 230001

SECTION 230719

HVAC PIPING INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Piping insulation.

B. Jackets and accessories.

1.2 RELATED REQUIREMENTS

A. Section 232113 - Hydronic Piping: Placement of hangers and hanger inserts.

B. Section 232300 - Refrigerant Piping: Placement of inserts.

1.3 REFERENCE STANDARDS

A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.

B. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.

C. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2014.

D. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2013.

E. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement; 2007 (Reapproved 2013).

F. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement; 2007 (Reapproved 2013).

G. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2017.

H. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2013).

I. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.

J. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.

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

1.4 SUBMITTALS

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

B. Samples: Submit two samples of any representative size illustrating each insulation type.

C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

1.5 QUALITY ASSURANCE

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

B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum three years of experience.

1.6 DELIVERY, STORAGE, AND HANDLING

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

1.7 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

2.1 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.

2.2 GLASS FIBER

A. 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.

B. 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.

C. Vapor Barrier Lap Adhesive: Compatible with insulation.

D. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.

E. Fibrous Glass Fabric:
   1. Cloth: Untreated; 9 oz/sq yd weight.
   2. Blanket: 1.0 lb/cu ft density.
   3. Weave: 5x5.

F. Indoor Vapor Barrier Finish:
   1. Cloth: Untreated; 9 oz/sq yd weight.
   2. Vinyl emulsion type acrylic, compatible with insulation, black color.

G. Outdoor Vapor Barrier Mastic: Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.

H. Insulating Cement: ASTM C449.

2.3 JACKETS

A. PVC Plastic.
   1. Jacket: One piece molded type fitting covers and sheet material, off-white color.
      a. Minimum Service Temperature: 0 degrees F.
      b. Maximum Service Temperature: 150 degrees F.
      c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
      d. Thickness: 10 mil.
      e. Connections: Brush on welding adhesive.

B. 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.

C. Stainless Steel Jacket: ASTM A666, Type 304 stainless steel.
   1. Thickness: 0.010 inch.
   2. Finish: Smooth.
   3. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that piping has been tested before applying insulation materials.

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

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install in accordance with NAIMA National Insulation Standards.

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

D. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.

E. Glass fiber insulated pipes conveying fluids above ambient temperature.
   1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
   2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

F. Inserts and Shields:
   1. Application: Piping 2-1/2 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.

G. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10' above finished floor): Finish with PVC jacket and fitting covers.

3.3 SCHEDULE

A. Heating Systems:
   1. Heating Water Supply and Return:
      a. Glass Fiber
         1) Pipe sizes 1-1/2" and larger: 2" thick

END OF SECTION 230719

SECTION 232113

HYDRONIC PIPING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Hydronic system requirements.

B. Heating water piping, above grade.

C. Equipment drains and overflows.

PART 2 PRODUCTS

2.1 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. 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, unions, or grooved couplings to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.

2.2 HEATING 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), 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.
      b. Braze: AWS A5.8M/A5.8 BCuP copper/silver alloy.
      c. Braze: 1 BCuP copper/silver alloy.

2.3 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.

2.4 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.

2.5 UNIONS, FLANGES, MECHANICAL COUPLINGS, AND DIELECTRIC CONNECTIONS

A. Flanges for Pipe 2 Inches and Greater:
   1. Ferrous Piping: 150 psig forged steel, slip-on.
   2. Copper Piping: Bronze.
   3. Gaskets: 1/16 inch thick, preformed neoprene.

B. 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. Bolts and Nuts: Hot dipped galvanized or zinc-electroplated steel.
4. When pipe is field grooved, provide coupling manufacturer's grooving tools.

2.6 GATE VALVES

A. Up To and Including 2 Inches:
   1. Bronze body, bronze trim, screwed bonnet, non-rising stem, lockshield stem, inside screw with backseating stem, solid wedge disc, alloy seat rings, solder ends.

B. Over 2 Inches:
   1. Iron body, bronze trim, bolted bonnet, rising stem, handwheel, outside screw and yoke, solid wedge disc with bronze seat rings, flanged ends.

2.7 BALL VALVES

A. 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.

2.8 BUTTERFLY VALVES

A. Body: Cast or ductile iron with resilient replaceable EPDM seat, wafer or lug ends, extended neck.

B. Disc: Construct of aluminum bronze, chrome plated ductile iron, stainless steel, ductile iron with EPDM encapsulation, or Buna-N encapsulation.

C. Operator: 10 position lever handle.

2.9 SWING CHECK VALVES

A. Up To and Including 2 Inches:
   1. Bronze body, bronze trim, bronze rotating swing disc, with composition disc, solder ends.

B. Over 2 Inches:
   1. Iron body, bronze trim, stainless steel, bronze, or bronze faced rotating swing disc, renewable disc and seat, flanged ends.

PART 3 EXECUTION

3.1 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.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855. Do not solvent weld drain traps on roof.

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. Sleeve pipe passing through partitions, walls and floors.

F. Slope piping and arrange to drain at low points.

G. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
   1. Flexible couplings may be used in header piping to accommodate thermal growth, thermal contraction in lieu of expansion loops.

H. 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.

I. Pipe Hangers and Supports:
   1. Install in accordance with ASME B31.9, ASTM F708, or MSS SP-58.
   2. Support horizontal piping as scheduled.
   3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
   4. Place hangers within 12 inches of each horizontal elbow.
   5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
   6. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
   7. Provide copper plated hangers and supports for copper piping.

J. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 230719.

3.3 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 232113

SECTION 232123

HYDRONIC PUMPS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Vertical in-line pumps.

B. Base-mounted pumps.

1.2 RELATED REQUIREMENTS

A. Section 033000 - Cast-in-Place Concrete.

B. Section 230716 - HVAC Equipment Insulation.

C. Section 230719 - HVAC Piping Insulation.

D. Section 232113 - Hydronic Piping.

E. Section 232114 - Hydronic Specialties.

F. Section 253500 - Integrated Automation Instrumentation and Terminal Devices for HVAC.

1.3 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. Manufacturer's Installation Instructions: Indicate hanging and support requirements and recommendations.

D. Operation and Maintenance Data: Include installation instructions, assembly views, lubrication instructions, and replacement parts list.

1.4 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

2.1 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.

2.2 VERTICAL IN-LINE PUMPS

A. Type: Vertical, single stage, close coupled, radially or horizontally split casing, for in-line mounting, for 175 psi working pressure.

B. Casing: Cast iron, with suction and discharge gage port, casing wear ring, seal flush connection, drain plug, flanged suction and discharge.

C. Impeller: Bronze, fully enclosed, keyed directly to motor shaft or extension.

D. Shaft: Carbon steel with stainless steel impeller cap screw or nut and bronze sleeve.

E. Seal: Mechanical seal, 225 degrees F maximum continuous operating temperature.

F. Performance: Indicated on drawings

G. Electrical Characteristics: On drawings.

2.3 BASE-MOUNTED PUMPS

A. Type: Horizontal shaft, single stage, direct connected, radially or horizontally split casing, for 125 psi maximum working pressure.

B. Casing: Cast iron, with suction and discharge gage ports, renewable bronze casing wearing rings, seal flush connection, drain plug, flanged suction and discharge.

C. Impeller: Bronze, fully enclosed, keyed to shaft.

D. Bearings: Oil lubricated roller or ball bearings.

E. Shaft: Alloy steel with copper, bronze, or stainless steel shaft sleeve.

F. Seal: Mechanical seal, 225 degrees F maximum continuous operating temperature.

G. Seal: Packing gland with minimum four rings graphite impregnated packing and bronze lantern rings, 250 degrees F maximum continuous operating temperature.

H. Drive: Flexible coupling with coupling guard.

I. Baseplate: Cast iron or fabricated steel with integral drain rim.

J. Performance: On drawings

K. Electrical Characteristics: On drawings

PART 3 EXECUTION

3.1 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. Provide line sized shut-off valve and strainer on pump suction, and line sized soft seat check valve and balancing valve on pump discharge.

D. Provide air cock and drain connection on horizontal pump casings.

E. Provide drains for bases and seals, piped to and discharging into floor drains.

F. Check, align, and certify alignment of base-mounted pumps prior to start-up.

G. Install close-coupled and base-mounted pumps on concrete housekeeping base, with anchor bolts, set and level, and grout in place. Refer to Section 033000.

H. Lubricate pumps before start-up.

I. Provide factory startup for self-sensing pumps.

J. Controls Human-Machine Interface (HMI): HVAC operator terminal; see Section 253500.

END OF SECTION 232123

SECTION 235216

FIRE-TUBE CONDENSING BOILERS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes packaged, factory-fabricated and -assembled, gas-fired, fire-tube condensing boilers, trim, and accessories for heating hot water.

1.3 SUBMITTALS

A. Product Data: Include performance data, operating characteristics, furnished specialties, and accessories.

B. Shop Drawings: For boilers, boiler trim, and accessories.

C. Source quality-control test reports: Indicate and interpret test results for compliance with performance requirements before shipping.

D. Field quality-control test reports: Indicate and interpret test results for compliance with performance requirements.

E. Efficiency Data Points: Data shall be submitted per ASHRAE 155 Method of Testing for Rating Commercial Space Heating Boiler Systems. This data shall cover steady state thermal efficiency, part load efficiency, and idling energy input rate. Efficiency data not supported by a third party published test standard shall not be permitted.

F. Warranty: Standard warranty specified in this Section.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For boilers to include in emergency, operation, and maintenance manuals.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: The manufacturer must have been involved in the manufacture of fire tube condensing hydronic boilers for no less than 10 years. The manufacturer must be headquartered in North America and manufacture in an ASME-certified facility wholly owned by the manufacturer. The specifying engineer, contractor and end customer must have the option to visit the factory to witness test fire and other relevant procedures.

B. ASME Compliance: Fabricate and label boilers to comply with ASME Boiler and Pressure Vessel Code.

1.6 WARRANTY

A. Standard Warranty: Boilers shall include manufacturer's standard form in which manufacturer agrees to repair or replace components of boilers that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Fire-Tube Condensing Boilers:

a. Heat Exchanger, Pressure Vessel and Condensation Collection Basin shall carry a 10 year limited warranty against defects in materials or workmanship.

b. Heat exchangers/pressure vessel are warranted against thermal shock for the lifetime of the boiler.

c. The burner shall carry a five (5) year limited warranty against defective material or workmanship from the date of shipment.

d. All other components shall carry a one year limited warranty from date of boiler start up or 18 months from date of manufacture if start up cannot be proven.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Lochinvar Crest Boiler with Hellcat Combustion Technology™ as specified on Drawings.

2.2 CONSTRUCTION

A. Description: Boiler shall be natural gas fired, fully condensing, and fire tube design. The boiler shall be factory-fabricated, factory-assembled, and factory-tested, fire-tube condensing boiler with heat exchanger sealed pressure tight, built on a steel base; including insulated jacket; flue-gas vent; combustion-air intake connections; water supply, return, and condensate drain connections; and controls.

B. Heat Exchanger: The heater exchanger shall bear the ASME "H" stamp for 160 psi working pressure and shall be National Board listed. The heat exchanger shall be constructed of a fully welded 316L stainless steel interior with a carbon steel shell and of fire tube design. Fire tube shall be of the Wave Fire Tube design and capable of transferring 16,000 to 20,000 Btu's per tube. The Wave Fire Tube shall be manufactured via a liquid impact process. The Wave Fire Tube shall have an OD = 1.654" and a wall thickness = 0.039". The top and bottom tubesheets shall have a minimum thickness = ¼" (1000-2000) or 3/8" (2500 - 6000). There shall be no overlapping welds with the Wave Fire Tube to tubesheet welds. The heat exchanger shall be designed for a single-pass water flow to limit the water side pressure drop. There shall be no banding material, bolts, gaskets or "O" rings in the heat exchanger design. Cast iron, aluminum, or copper tube or water tube boilers will not be accepted.

C. Condensate Collection Basin: Fully welded 316L stainless steel.

D. Intake Filter and Dirty Filter Switch: Boiler shall include an intake air filter with a factory installed air pressure switch. The pressure switch will alert the end user on the screen of the boiler that the intake filter is dirty and needs to be changed.

E. Pressure Vessel: The pressure vessel shall be in accordance with ASME Section IV pressure vessel code. The pressure vessel shall be designed for a single-pass water flow to limit the water side pressure drop. Pressure drop shall be no greater than 6.5 psi at 180 gpm. The pressure vessel shall contain a volume of water no less than:

Input MBH	Water Content
999	77 gallons
1,500	94 gallons
1,999	111 gallons
2,500	157 gallons
3,000	156 gallons
3,999	201 gallons
4,999	254 gallons
6,000	304 gallons

F. Burner: Natural gas, forced draft single burner premix design. Operation of the burner shall not exceed that of 5.7% oxygen level or 40% excess air. The burner shall be high temperature stainless steel with a woven Fecralloy outer covering to provide modulating firing rates. The burner shall be capable of the stated gas train turndown without loss of combustion efficiency. The burner shall be removable from the boiler without removing the gas/air manifold.

G. Blower: Boiler shall be equipped with a pulse width modulating blower system to precisely control the fuel/air mixture to provide modulating boiler firing rates for maximum efficiency. The burner firing sequence of operation shall include pre-purge, firing, modulation, and post-purge operation.

1. Motors: Comply with requirements specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."

H. Hellcat Combustion System Gas Train: The boiler shall be supplied with a dual body gas valve with regulator and shall be capable of the following minimum turndowns:

INPUT MBH	TURNDOWN	MINIMUM INPUT	MAXIMUM INPUT
999	20:1	50,000	999,000
1,500	25:1	60,000	1,500,000
1,999	25:1	80,000	1,999,000
2,500	20:1	125,000	2,500,000
3,000	20:1	150,000	3,000,000
3,999	20:1	200,000	3,999,000
4,999	20:1	250,000	4,999,000
6,000	20:1	300,000	6,000,000

A. Combustion system shall integrate air and gas dampers along with a variable speed fan to control fuel/air ratio via RealTime O2 Trim™.

B. Systems that rely solely on only one or two methods to adjust the fuel/air ratio shall not be permitted.

C. Ignition: Spark ignition with 100 percent main-valve shutoff with electronic flame supervision. Boilers using a pilot for ignition and/or UV scanners for flame supervision shall be deemed unacceptable.

D. High Altitude: The BOILER shall operate at altitudes above sea level. US installations above 2,000 feet shall reference NFPA 54 for de-rate information. Canadian installations above 2,000 feet shall follow all applicable local codes and regulations.

E. Casing:
   1. Jacket: Heavy gauge primed and painted steel jacket with snap-in closures. Jacket panels shall be fully removal; the front door and side panels shall not require tools for removal. The jacket shall be mounted on a steel base with a minimum thickness = ¼".
   2. Control Compartment Enclosures: NEMA 250, Type 1A.
   3. Insulation: Minimum ½ inch thick, mineral fiber insulation surrounding the heat exchanger.
   4. Combustion-Air Connections: Inlet and vent duct collars.
   5. Clearances: Boilers shall feature zero (0) clearance to combustibles. Boilers shall have the ability to be placed side by side in multiples with no clearance in between if necessary. Local codes should be considered.

F. Rigging and Placement: Boiler shall include lifting lugs and fork truck accessibility for rigging.

G. Characteristics and Capacities:
   1. Heating Medium: Hot water.
   2. Design Water Pressure Rating: 160 psi working pressure.
   3. Safety Relief Valve Setting: 50 psig
   4. Minimum Water Flow Rate:

Input MBH	Minimum Flow
999	18 gpm
1,500	25 gpm
1,999	25 gpm
2,500	25 gpm
3,000	25 gpm
3,999	45 gpm
4,999	50 gpm
6,000	60 gpm

H. Oxygen Sensor
   1. An O2 sensor shall be standard equipment with this boiler. The O2 sensor shall be made by a top automotive supplier and is only available through Lochinvar. The O2 sensor shall be located in the

combustion chamber. Boilers with O2 sensors placed elsewhere on the unit shall not be permitted. Boilers that utilize an air pump to direct combustion samples past the O2 sensor are not permitted.

2.3 TRIM

A. Safety Relief Valve:
   1. Size and Capacity: 50 lb.
      a. System pressures should be confirmed.
      b. Custom relief valve sizes can be ordered.
   2. Description: Fully enclosed steel spring with adjustable pressure range and positive shutoff; factory set and sealed.

B. Pressure Gage: Minimum 3-1/2 inch diameter. Gage shall have normal operating pressure about 50 percent of full range.

C. Drain Valves: Minimum NPS 3/4 or nozzle size with hose-end connection.

D. Condensate Trap: Factory supplied condensate trap with condensate trap blocked drain sensor.

2.4 CONTROLS

A. Boiler controls shall feature the following standard features:
   1. 10” LCD capacitive touch screen display with 1280 x 800 resolution displaying status, modulation percentage, setpoints, and sensor data at a minimum on the home screen. Additional information such as history and parameters can be accessed via the touchscreen display without the need for navigation buttons. A screen saver mode shall be available with the display.
   2. Variable Speed Boiler Pump Control: Boiler may be programmed to send a 0-10V DC output signal to an ECM or VFD boiler pump to maintain a designed temperature rise across the boiler heat exchanger. The boiler shall be able to operate in this mode with a minimum temperature rise of 20 degrees F and a maximum temperature rise of 60 degrees F.
   3. Password Security: Boiler shall have a password security code for the Installer to access adjustable parameters.
   4. Outdoor air reset: Boiler shall calculate the set point using a field installed, factory supplied outdoor sensor and a 4 point adjustable reset curve.
   5. Pump exercise: Boiler shall energize any pump it controls for an adjustable time if the associated pump has been off for a time period of 24 hours.
   6. Ramp delay: Boiler may be programmed to limit the firing rate based on six limits steps and six time intervals.
   7. Boost function: Boiler may be programmed to automatically increase the set point a fixed number of degrees (adjustable by installer) if the setpoint has been continuously active for a set period of time (time adjustable by installer). This process will continue until the space heating demand ends.
   8. Domestic hot water priority: Boiler shall make the domestic hot water call for heat a priority over any space heating call and adjust the boiler setpoint to the domestic hot water boiler setpoint.
   9. Domestic hot water modulation limiting: Boiler may be programmed to limit the maximum domestic hot water firing rate to match the input rating of the indirect tank coil.
   10. Domestic hot water night setback: Boiler may be programmed to reduce the domestic hot water tank set point during a certain time of the day.
   11. PC port connection: Boiler shall have a micro USB port allowing the connection of PC boiler software.
   12. Time clock: Boiler shall have an internal time clock with the ability to time and date stamp lock-out codes and maintain records of runtime.
   13. Service reminder: Boiler shall have the ability to display a yellow colored service notification screen based upon months of installation, hours of operation, and number of boiler cycles. All notifications are adjustable by the installer.
   14. Five pump control: Boiler shall have the ability to control the boiler pump, system pump, domestic hot water pump, domestic hot water recirculation pump, and the bypass pump.
   15. Anti-cycling control: Boiler shall have the ability to set a time delay after a heating demand is satisfied allowing the boiler to block a new call for heat. The boiler will display an anti-cycling

blocking on the screen until the time has elapsed or the water temperature drops below the anti-cycling differential parameter. The anti-cycling control parameter is adjustable by the installer.

16. Night setback: Boiler may be programmed to reduce the space heating temperature set point during a certain time of the day.
17. Freeze protection: Boiler shall turn on the boiler and system pumps when the boiler water temperature falls below 45 degrees. When the boiler water temperature falls below 37 degrees the boiler will automatically turn on. Boiler and pumps will turn off when the boiler water temperature rises above 43 degrees.
18. Isolation valve control: Boiler shall have the ability to control a 2-way motorized control valve. Boiler shall also be able to force a fixed number of valves to always be energized regardless of the number of boilers that are firing.
19. BMS integration with 0-10V DC input: The Control shall allow an option to Enable and control set point temperature or control firing rate by sending the boiler a 0-10V input signal.
20. Data logging: Boiler shall have non-volatile data logging memory including last 10 lockouts, hours running, recycling reporting, and ignition attempts and should be able to view on boiler screen.
21. Interior service light: Boiler shall feature an LED service light to provide additional illumination to the interior of the boiler.

B. The boiler shall have a built in Cascade controller to sequence and rotate lead boiler to ensure equal runtime while maintaining modulation of up to 8 boilers of different btu inputs without utilization of an external controller. The factory installed, internal cascade controller shall include:
   1. Lead lag: The Control module shall minimize the number of boilers firing to achieve the heating load.
   2. Efficiency optimization: The Control module shall allow multiple boilers to fire at minimum firing rate in lieu of Lead/Lag.
   3. Front end loading: The Control modulate shall have the ability to communicate with other Lochinvar boilers featuring the SmartTouch™ and Smart System™ control platforms. This allows for a combination of units that feature condensing and non-condensing operation if so desired.
   4. Rotation of lead boiler: The Control module shall change the lead boiler every hour for the first 24 hours after initializing the Cascade. Following that, the leader will be changed once every 24 hours.
   5. Redundancy: The Control module shall have a built in feature to continue operating with follower boilers if the Lead boiler is not operational.

C. Boiler operating controls shall include the following devices and features:
   1. Set-Point Adjust: Set points shall be adjustable.
   2. Operating Pressure Control: Factory wired and mounted to cycle burner.
   3. Sequence of Operation: Factory installed controller to modulate burner firing rate to maintain system water temperature in response to call for heat.
   4. Sequence of Operation: Electric, factory-fabricated and factory-installed panel to control burner firing rate to reset supply-water temperature inversely with outside-air temperature. At 10 deg F outside-air temperature, set supply-water temperature at 180 deg F; at 60 deg F outside-air temperature, set supply-water temperature at 140 deg F.

D. Burner Operating Controls: To maintain safe operating conditions, burner safety controls limit burner operation.
   1. High Temperature Limit: Automatic and manual reset stops burner if operating conditions rise above maximum boiler design temperature. Limit switch to be manually reset on the control interface.
   2. Low-Water Cutoff Switch: Electronic probe shall prevent burner operation on low water. Cutoff switch shall be manually reset on the control interface.
   3. Blocked Inlet Safety Switch: Manual-reset pressure switch field mounted on boiler combustion-air inlet.
   4. High and Low Gas Pressure Switches: Pressure switches shall prevent burner operation on low or high gas pressure. Pressure switches to be manually reset on the control interface.

5. Proof of Closure Valve (FCB 6000 only): Proof of closure valve (POC) shall prevent the boiler from firing if the POC valve seat is detected open. Upon a call for heat, once the POC valve seat is proven to be closed, the pre-purge cycle will begin and the POC valve will begin to open.
6. Blocked Drain Switch: Blocked drain switch shall prevent burner operation when tripped. Switch to be manually reset on the control interface.
7. Low air pressure switch: Pressure switches shall prevent burner operation on low air pressure. Switch to be manually reset on the control interface.
8. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for any lockout conditions.

E. Building Automation System Interface: Factory installed Modbus and BACnet MSTP gateway interface to enable building automation system to monitor, control, and display boiler status and alarms.

F. Software Update: The control shall have the ability to receive updates in the field without hardware component replacement. This update can be performed via USB flash drive, internet connection, or via wireless connection. This service shall be provided at no additional and/or annual cost to the owner.

G. CON•X•US Remote Connect: Integral remote connectivity technology that allows a mobile device to monitor and control boiler functionality. Internet connection is available on the Crest via Wi-Fi or hardwired Ethernet connection. This service shall be provided at no additional and/or annual cost to the owner.

H. RealTime O2 Trim™: Boiler shall provide real time trimming of O2 while the boiler is operational. Free air calibration of the sensor shall occur after every combustion cycle. The O2 value shall also auto correct for conditions such as barometric pressure, air temperature, fuel content, and altitude. O2 information shall be displayed in real time via a gauge on both the boiler touchscreen as well as the CON•X•US Remote Connect Application.
1. The following methods of fuel/air trim shall be integrated into the system:
   a. Feed Forward
      1) Temperature and Barometric pressure shall be measured to determine the appropriate atmospheric conditions present.
   b. Commissioned Trim
      1) When commissioning the unit 9 pre-set points will be fine-tuned by the installer. These settings will be used to optimize the fuel/air ratio across the operation range of the boiler. In addition, a separate ignition point will be commissioned as well to ensure proper fuel/air mix.
   c. Learned Trim
      1) As the boiler operates the controls will log the air temperature and barometric pressure along with the target fuel/air ratio. As these air temperature and barometric pressure settings reoccur the controls will initially return to the optimal setting based on its learned trim.
   d. Feed Back
      1) Once all of the above methods have taken place the O2 sensor shall provide “feedback” to confirm if the optimal fuel/air ratio has been reached.
2. The boiler shall use the direct wet O2 measurement as the feedback loop. Boilers that use a dry O2 reading or a 0-10V signal to control the fuel/air ratio are not permitted.
3. The RealTime O2 Trim is active whenever the boiler is running regardless of the time of day. Boilers that actively trim only during select periods of the day shall not be permitted.
4. Boiler shall have the ability for the user to adjust combustion system to optimal fuel/air ratio via the on-board touchscreen. Boilers that utilize an external display to calibrate the combustion system shall not be permitted.

2.5 ELECTRICAL POWER

A. Controllers, Electrical Devices, and Wiring: Electrical devices and connections are specified in Division 26 Sections.

B. Single-Point Field Power Connection: Factory-installed and factory-wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point field power connection to boiler.

C. Electrical Characteristics:
   1. See Drawings

2.6 VENTING

A. Exhaust flue for the FCB/OCB 1000 – 4000 must be Category IV approved PVC, CPVC, PP or stainless steel sealed vent material from one of the approved manufacturers listed in the Installation and Operation manual. Boilers exhaust vent length must be able to extend up to 150 equivalent feet.

B. Intake piping for all models must be of approved material as listed in the Installation and Operations manual. Boilers intake pipe length must be able to extend up to 150 equivalent feet.

C. Boiler venting and intake piping configuration shall be installed per one of the approved venting methods shown in the Installation and Operation manual.

D. Boiler shall come standard with a flue sensor to monitor and display flue gas temperature on factory provided LCD display.

E. Refer to manufacturer's Installation and Operations manual for detailed venting instructions and approved vent manufacturers.

2.7 SOURCE QUALITY CONTROL

A. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency; perform hydrostatic test.

B. Test and inspect factory-assembled boilers, before shipping, according to ASME Boiler and Pressure Vessel Code.

C. Allow Owner access to source quality-control testing of boilers. Notify Architect 14 days in advance of testing.

PART 3 EXECUTION

3.1 EXAMINATION

A. Before boiler installation, examine roughing-in for concrete equipment bases, anchor-bolt sizes and locations, and piping and electrical connections to verify actual locations, sizes, and other conditions affecting boiler performance, maintenance, and operations.
   1. Final boiler locations indicated on Drawings are approximate. Determine exact locations before roughing-in of piping and electrical connections.

B. Examine mechanical spaces for suitable conditions where boilers will be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 BOILER INSTALLATION

A. Install gas-fired boilers according to NFPA 54.

B. Assemble and install boiler trim.

C. Install electrical devices furnished with boiler but not specified to be factory mounted.

D. Install control wiring to field-mounted electrical devices.

3.3 CONNECTIONS

A. Install piping adjacent to boiler to allow service and maintenance.

B. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.

C. Connect gas piping to boiler gas-train inlet with union. Piping shall be at least full size of equipment connection. Provide a reducer if required. Gas regulator shall also be installed per IOM. Manufacturer shall offer a 2 and 5 psi gas regulator offering for each boiler model.

D. Connect hot-water piping to supply and return boiler tappings with shutoff valve and union or flange at each connection.

E. Install piping from safety relief valves to nearest floor drain.

F. Boiler Venting:
   1. Install flue venting kit and combustion-air intake.
   2. Connect full size to boiler connections. Comply with requirements in Division 23 Section “Breechings, Chimneys, and Stacks.

G. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."

H. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.
   1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:
   1. Perform installation and startup checks according to manufacturer's written instructions. Complete startup form included with Boiler and return to Manufacturer as described in the instructions.
   2. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.
   3. Operational Test: Start units to confirm proper motor rotation and unit operation. Adjust air-fuel ratio and combustion.
   4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
      a. Check and adjust initial operating set points and high- and low-limit safety set points of fuel supply, water level and water temperature.
      b. Set field-adjustable switches and circuit-breaker trip ranges as indicated.

C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other than normal occupancy hours for this purpose.

D. Performance Tests:
   1. Engage a factory-authorized service representative to inspect component assemblies and equipment installations, including connections, and to conduct performance testing.
   2. Boilers shall comply with performance requirements indicated, as determined by field performance tests. Adjust, modify, or replace equipment to comply.
   3. Perform field performance tests to determine capacity and efficiency of boilers.
   4. Repeat tests until results comply with requirements indicated.
   5. Provide analysis equipment required to determine performance.
   6. Provide temporary equipment and system modifications necessary to dissipate the heat produced during tests if building systems are not adequate.
   7. Notify Architect in advance of test dates.
   8. Perform a combustion analysis after installation and adjust gas valve per the Installation and Operations manual and note in startup report.
   9. Document test results in a report and submit to Architect.

E. Annual Inspection/Maintenance Program
   1. Manufacturer shall offer an annual inspection and maintenance program. Scope of work shall include inspecting key components, cleaning filters and burner, and reviewing findings with the property owner. Service shall be offered as an additional program.

3.5 DEMONSTRATION

A. Engage a factory representative or a factory-authorized service representative for boiler startup and to train Owner's maintenance personnel to adjust, operate, and maintain boilers. Refer to Division 01 Section "Demonstration and Training."

END OF SECTION 235216

SECTION 260501

ELECTRICAL DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Electrical demolition.

PART 2 PRODUCTS (N/A)

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify field measurements and circuiting arrangements are as indicated.

B. Verify that abandoned wiring and equipment serve only abandoned facilities.

C. Demolition drawings are based on casual field observation.

D. Report discrepancies to Architect before disturbing existing installation.

E. Beginning of demolition means installer accepts existing conditions.

3.2 PREPARATION

A. Disconnect and remove electrical systems where required.

B. 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.

3.3 DEMOLITION OF ELECTRICAL WORK

A. Remove existing electrical installations throughout the project areas as required for new work.

B. Remove abandoned equipment, conduit, and wiring.

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.

E. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

F. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.

G. Repair adjacent construction and finishes damaged during demolition.

H. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

I. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

3.4 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment that remain or that are to be reused.

B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

END OF SECTION 260501

SECTION 260519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Single conductor building wire.

B. Metal-clad cable.

C. Wiring connectors.

D. Electrical tape.

E. Wire pulling lubricant.

F. Cable ties.

1.2 RELATED REQUIREMENTS

A. Section 260526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

B. Section 260536 - Cable Trays for Electrical Systems: Additional installation requirements for cables installed in cable tray systems.

C. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.

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 (Reapproved 2014).

D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).

E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.

F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

G. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.

H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2009.

I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.

K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.

L. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.

M. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.

N. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.

O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

P. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

1.4 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.

1.5 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

1.6 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

2.1 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Nonmetallic-sheathed cable is not permitted.

D. Underground feeder and branch-circuit cable is not permitted.

E. Service entrance cable is not permitted.

F. Armored cable is not permitted.

G. Metal-clad cable is permitted only as follows:
1. Where not otherwise restricted, may be used:
a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
1) Maximum Length: 6 feet.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

D. Comply with NEMA WC 70.

E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

G. 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.

H. Minimum Conductor Size:
1. Branch Circuits: 12 AWG.

I. 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.
3. Color Code:
   a. 480Y/277 V, 3 Phase, 4 Wire System:
      1) Phase A: Brown.
      2) Phase B: Orange.
      3) Phase C: Yellow.
      4) Neutral/Grounded: Gray.
   b. 208Y/120 V, 3 Phase, 4 Wire System:
      1) Phase A: Black.
      2) Phase B: Red.
      3) Phase C: Blue.
      4) Neutral/Grounded: White.
   c. Equipment Ground, All Systems: Green.

2.3 SINGLE CONDUCTOR BUILDING WIRE

A. Description: Single conductor insulated wire.

B. Conductor Stranding:
   1. Feeders and Branch Circuits:
      a. Size 10 AWG and Smaller: Solid.
      b. Size 8 AWG and Larger: Stranded.

C. Insulation Voltage Rating: 600 V.

D. Insulation:
   1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2.

2.4 METAL-CLAD CABLE

A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.

B. Conductor Stranding:
   1. Size 10 AWG and Smaller: Solid.
   2. Size 8 AWG and Larger: Stranded.

C. Insulation Voltage Rating: 600 V.

D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.

E. Grounding: Full-size integral equipment grounding conductor.

F. Armor: Steel, interlocked tape.

2.5 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. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

D. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

E. 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.

F. Mechanical Connectors: Provide bolted type or set-screw type.

G. Compression Connectors: Provide circumferential type or hex type crimp configuration.

2.6 WIRING ACCESSORIES

A. Electrical Tape:
   1. 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.

B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.

C. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that field measurements are as indicated.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 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. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.

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

C. Perform work in accordance with NECA 1 (general workmanship).

D. Install metal-clad cable (Type MC) in accordance with NECA 120.

E. 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.

F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.

H. Terminate cables using suitable fittings.
   1. Metal-Clad Cable (Type MC):
      a. Use listed fittings.
      b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.

I. Install conductors with a minimum of 12 inches of slack at each outlet.

J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

L. Make wiring connections using specified wiring connectors.
   1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
   2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
   3. Do not remove conductor strands to facilitate insertion into connector.
   4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
   5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

N. Insulate ends of spare conductors using vinyl insulating electrical tape.

O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

P. 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.

END OF SECTION 260519

SECTION 260526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

D. Ground rod electrodes.

1.2 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.

B. Section 260536 - Cable Trays for Electrical Systems: Additional grounding and bonding requirements for cable tray systems.

C. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2007.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Verify exact locations of underground metal water service pipe entrances to building.
2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not install ground rod electrodes until final backfill and compaction is complete.

1.5 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittals procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

C. Field quality control test reports.

D. Project Record Documents: Record actual locations of grounding electrode system components and connections.

1.6 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.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.1 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 System Resistance:
   1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
   2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.

F. Grounding Electrode System:
   1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
      a. Provide continuous grounding electrode conductors without splice or joint.
      b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
   2. Metal Underground Water Pipe(s):
      a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
      b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
      c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
   3. Metal Building or Structure Frame:
      a. Provide connection to metal building or structure frame effectively grounded in accordance with NFPA 70 at nearest accessible location.
   4. Concrete-Encased Electrode:
      a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
   5. Ground Rod Electrode(s):
      a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
      b. Space electrodes not less than 10 feet from each other and any other ground electrode.
      c. Where location is not indicated, locate electrode(s) at least 5 feet outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.
   6. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.

G. Separately Derived System Grounding:

1. Separately derived systems include, but are not limited to:
    a. Transformers (except autotransformers such as buck-boost transformers).
    b. Generators, when neutral is switched in the transfer switch.
2. Provide grounding electrode conductor to connect derived system grounded conductor to nearest effectively grounded metal building frame. Unless otherwise indicated, make connection at neutral (grounded) bus in source enclosure.
3. Provide bonding jumper to connect derived system grounded conductor to nearest metal building frame and nearest metal water piping in the area served by the derived system, where not already used as a grounding electrode for the derived system. Make connection at same location as grounding electrode conductor connection.
4. Provide system bonding jumper to connect system grounded conductor to equipment ground bus. Make connection at same location as grounding electrode conductor connection. Do not make any other connections between neutral (grounded) conductors and ground on load side of separately derived system disconnect.
5. Where the source and first disconnecting means are in separate enclosures, provide supply-side bonding jumper between source and first disconnecting means.

H. 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 piping systems in accordance with NFPA 70. This includes, but is not limited to:
    a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
    b. Metal gas piping.
8. Provide bonding for metal building frame.

I. Cable Tray Systems: Also comply with Section 260536.

2.2 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.
        2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.

3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

D. Ground Rod Electrodes:
   1. Comply with NEMA GR 1.
   2. Material: Copper-bonded (copper-clad) steel.
   3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

B. Verify that field measurements are as shown on the drawings.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

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

B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.

C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
   1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches below finished grade.

D. Make grounding and bonding connections using specified connectors.
   1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
   2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
   3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
   4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
   5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

E. Identify grounding and bonding system components in accordance with Section 260553.

3.3 FIELD QUALITY CONTROL

A. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.

B. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

C. Submit detailed reports indicating inspection and testing results and corrective actions taken.

END OF SECTION 260526

SECTION 260529

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

1.2 RELATED REQUIREMENTS

A. Section 260534 - Conduit: Additional support and attachment requirements for conduits.

B. Section 260537 - Boxes: Additional support and attachment requirements for boxes.

C. Section 265100 - Interior Lighting: Additional support and attachment requirements for interior luminaires.

1.3 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; 2015.

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

E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 5B - Strut-Type Channel Raceways and Fittings; Current Edition, Including All Revisions.

1.4 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 the contract documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for metal channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.

1.6 QUALITY ASSURANCE

A. Comply with NFPA 70.

B. Comply with applicable building code.

PART 2 PRODUCTS

2.1 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. 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. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
6. 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.
2. Channel Material:
   a. Indoor Dry Locations: Use painted steel or zinc-plated steel.
   b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.

E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
   a. Equipment Supports: 1/2 inch diameter.
   b. Single Conduit up to 1 inch (27mm) trade size: 1/4 inch diameter.
   c. Single Conduit larger than 1 inch (27mm) trade size: 3/8 inch diameter.
   d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
   e. Outlet Boxes: 1/4 inch diameter.
   f. Luminaires: 1/4 inch diameter.

F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
4. Hollow Masonry: Use toggle bolts.
5. Hollow Stud Walls: Use toggle bolts.
6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
7. Sheet Metal: Use sheet metal screws.
8. Plastic and lead anchors are not permitted.
9. Powder-actuated fasteners are not permitted.
10. Hammer-driven anchors and fasteners are not permitted.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as shown on the drawings.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

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

B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.

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. Unless otherwise indicated, mount floor-mounted equipment on properly sized 3 inch high concrete pad constructed in accordance with Section 033000.
   5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

H. Conduit Support and Attachment: Also comply with Section 260534.

I. Box Support and Attachment: Also comply with Section 260537.

J. Interior Luminaire Support and Attachment: Also comply with Section 265100.

K. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.

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

M. Remove temporary supports.

3.3 FIELD QUALITY CONTROL

A. Inspect support and attachment components for damage and defects.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION 260529

SECTION 260534

CONDUIT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).

B. Intermediate metal conduit (IMC).

C. Flexible metal conduit (FMC).

D. Liquidtight flexible metal conduit (LFMC).

E. Electrical metallic tubing (EMT).

F. Rigid polyvinyl chloride (PVC) conduit.

G. Conduit fittings.

H. Accessories.

1.2 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables.

B. Section 260526 - Grounding and Bonding for Electrical Systems.
   1. Includes additional requirements for fittings for grounding and bonding.

C. Section 260529 - Hangers and Supports for Electrical Systems.

D. Section 260537 - Boxes.

E. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

F. Section 262100 - Low-Voltage Electrical Service Entrance: Additional requirements for electrical service conduits.

G. Section 271000 - Structured Cabling: Additional requirements for communications systems conduits.

1.3 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 C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.

D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.

F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2003.

G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.

H. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2013.

I. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2016.

J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

K. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.

L. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.

M. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.

N. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.

O. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.

P. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

Q. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

B. Sequencing:
1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.5 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittals procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

C. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2 inch (53 mm) trade size and larger.

1.6 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.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.1 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. Under Slab on Grade: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or rigid PVC conduit.
2. Exterior, Direct-Buried: Use galvanized steel rigid metal conduit, intermediate metallic conduit (IMC), or rigid PVC conduit.
3. Exterior, Embedded Within Concrete: Use rigid PVC conduit.
4. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from underground.
5. Where rigid polyvinyl (PVC) conduit larger than 2 inch (53 mm) trade size is provided, use galvanized steel rigid metal conduit elbows for bends.

6. 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.
7. Where steel conduit emerges from concrete into soil, use corrosion protection tape to provide supplementary corrosion protection for a minimum of 4 inches on either side of where conduit emerges.

D. Embedded Within Concrete:
1. Within Slab on Grade: Not permitted.
2. Within Slab Above Ground: Not permitted.

E. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

F. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

G. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

H. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).

I. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

J. 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.

K. Exposed, Exterior: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).

L. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).

M. Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit.
1. Maximum Length: 6 feet.

N. 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.
4. Vibrating equipment includes, but is not limited to:
a. Motors.

2.2 CONDUIT REQUIREMENTS

A. Electrical Service Conduits: Also comply with Section 262100.

B. Communications Systems Conduits: Also comply with Section 271000.

C. Fittings for Grounding and Bonding: Also comply with Section 260526.

D. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

E. Provide products listed, classified, and labeled as suitable for the purpose intended.

F. Minimum Conduit Size, Unless Otherwise Indicated:
1. Branch Circuits: 1/2 inch (16 mm) trade size.
2. Control Circuits: 1/2 inch (16 mm) trade size.
3. Flexible Connections to Luminaires: 3/8 inch (12 mm) trade size.
4. Underground, Interior: 3/4 inch (21 mm) trade size.
5. Underground, Exterior: 3/4 inch (21 mm) trade size.

G. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Manufacturers:
   1. Allied Tube & Conduit: www.alliedeg.com/#sle.
   2. Republic Conduit: www.republic-conduit.com/#sle.
   3. Wheatland Tube Company: www.wheatland.com/#sle.

B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
   2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
   4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.4 INTERMEDIATE METAL CONDUIT (IMC)

A. Manufacturers:
   1. Allied Tube & Conduit: www.alliedeg.com/#sle.
   2. Republic Conduit: www.republic-conduit.com/#sle.
   3. Wheatland Tube Company: www.wheatland.com/#sle.

B. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
   2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
   4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.5 FLEXIBLE METAL CONDUIT (FMC)

A. Manufacturers:
   1. AFC Cable Systems, Inc: www.afcweb.com.
   2. Electri-Flex Company: www.electriflex.com.
   3. International Metal Hose: www.metalhose.com.

B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
   2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.

2.6 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Manufacturers:
   1. AFC Cable Systems, Inc: www.afcweb.com.
   2. Electri-Flex Company: www.electriflex.com.
   3. International Metal Hose: www.metalhose.com.

B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
   2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.

2.7 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
   1. Allied Tube & Conduit: www.alliedeg.com.
   2. Republic Conduit: www.republic-conduit.com/#sle.
   3. Wheatland Tube Company: www.wheatland.com.

B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

C. Fittings:
   1. Manufacturers:
      a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
      b. O-Z/Gedney, a brand of Emerson Industrial Automation: www.emersonindustrial.com/#sle.
      c. Thomas & Betts Corporation: www.tnb.com/#sle.
   2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   3. Material: Use steel or malleable iron.
   4. Connectors and Couplings: Use compression (gland) or set-screw type.
      a. Do not use indenter type connectors and couplings.

2.8 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

A. Manufacturers:
   1. Cantex Inc: www.cantexinc.com/#sle.
   2. Carlon, a brand of Thomas & Betts Corporation: www.carlon.com/#sle.

B. 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.

C. Fittings:
   1. Manufacturer: Same as manufacturer of conduit to be connected.
   2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.9 ACCESSORIES

A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil.

B. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.

C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.

D. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.

E. Sealing Compound for Sealing Fittings: Listed for use with the particular fittings to be installed.

F. Modular Seals for Conduit Penetrations: Rated for minimum of 40 psig; Suitable for the conduits to be installed.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as shown on drawings.

B. Verify that mounting surfaces are ready to receive conduits.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

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

B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.

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 rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.

F. Conduit Routing:
1. Unless dimensioned, conduit routing indicated is diagrammatic.
2. When conduit destination is indicated and routing is not shown, determine exact routing required.
3. Conceal all conduits unless specifically indicated to be exposed.
4. Conduits in the following areas may be exposed, unless otherwise indicated:
   a. Electrical rooms.
   b. Mechanical equipment rooms.
   c. Within joists in areas with no ceiling.
5. Unless otherwise approved, do not route conduits exposed:
   a. Across floors.
   b. Across roofs.
   c. Across top of parapet walls.
   d. Across building exterior surfaces.
6. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
7. Arrange conduit to maintain adequate headroom, clearances, and access.
8. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
9. Arrange conduit to provide no more than 150 feet between pull points.
10. Route conduits above water and drain piping where possible.
11. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
12. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
13. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
    a. Heaters.
    b. Hot water piping.
    c. Flues.
14. Group parallel conduits in the same area together on a common rack.

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. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
4. Use conduit strap to support single surface-mounted conduit.
    a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
5. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
7. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
8. Use of wire for support of conduits is not permitted.

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. Provide suitable modular seal where conduits penetrate exterior wall below grade.
7. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
8. Provide metal escutcheon plates for conduit penetrations exposed to public view.
9. 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.
    b. Under Slab on Grade: 12 inches to bottom of slab.
2. Provide underground warning tape in accordance with Section 260553 along entire conduit length for service entrance where not concrete-encased.

K. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide concrete in accordance with Section 033000 with minimum concrete cover of 3 inches on all sides unless otherwise indicated.

L. 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 conduits are subject to earth movement by settlement or frost.

M. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
   1. Where conduits pass from outdoors into conditioned interior spaces.
   2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
   3. Where conduits penetrate coolers or freezers.

N. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

O. Provide grounding and bonding in accordance with Section 260526.

P. Identify conduits in accordance with Section 260553.

3.3 FIELD QUALITY CONTROL

A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

B. Correct deficiencies and replace damaged or defective conduits.

3.4 CLEANING

A. Clean interior of conduits to remove moisture and foreign matter.

3.5 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION 260534

SECTION 260537

BOXES

PART 1 GENERAL

1.1 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.

1.2 RELATED REQUIREMENTS

A. Section 260526 - Grounding and Bonding for Electrical Systems.

B. Section 260529 - Hangers and Supports for Electrical Systems.

C. Section 260534 - Conduit:
   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 260553 - Identification for Electrical Systems: Identification products and requirements.

E. Section 262726 - Wiring Devices:
   1. Wall plates.
   2. Floor box service fittings.
   3. Additional requirements for locating boxes for wiring devices.

F. Section 271000 - Structured Cabling: Additional requirements for communications systems outlet boxes.

1.3 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 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. SCTE 77 - Specification for Underground Enclosure Integrity; 2017.

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 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
   2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
   3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
   4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.

5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for outlet and device boxes, junction and pull boxes, cabinets and enclosures, and floor boxes.
1. Underground Boxes/Enclosures: Include reports for load testing in accordance with SCTE 77 certified by a professional engineer or an independent testing agency upon request.

C. Project Record Documents: Record actual locations for pull boxes, cabinets and enclosures, and floor boxes.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
1. Keys for Lockable Enclosures: Two of each different key.

1.6 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.1 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 cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit or exposed intermediate metal conduit (IMC) is used.
4. Use suitable concrete type boxes where flush-mounted in concrete.
5. Use suitable masonry type boxes where flush-mounted in masonry walls.
6. Use raised covers suitable for the type of wall construction and device configuration where required.
7. Use shallow boxes where required by the type of wall construction.
8. Do not use "through-wall" boxes designed for access from both sides of wall.
9. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
10. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.

11. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
12. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
13. Minimum Box Size, Unless Otherwise Indicated:
    a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 2-1/8 inch deep (100 by 54 mm) trade size.
    b. Communications Systems Outlets: Comply with Section 271000.
    c. Ceiling Outlets: 4 inch octagonal or square by 1-1/2 inch deep (100 by 38 mm) trade size.
14. Wall Plates: Comply with Section 262726.
15. Manufacturers:
    a. Cooper Crouse-Hinds, a division of Eaton Corporation; _____: www.cooperindustries.com/#sle.
    b. Hubbell Incorporated; Bell Products: www.hubbell-rtb.com.
    c. Hubbell Incorporated; RACO Products: www.hubbell-rtb.com.
    d. Thomas & Betts Corporation: www.tnb.com.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA 250 Environment Type, Unless Otherwise Indicated:
    a. Indoor Clean, Dry Locations: Type 1, painted steel.
    b. Outdoor Locations: Type 3R, painted steel.
3. Junction and Pull Boxes Larger Than 100 cubic inches:
    a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
    a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.
    b. Back Panels: Painted steel, removable.
5. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
6. Manufacturers:
    a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com.
    b. Hoffman, a brand of Pentair Technical Products: www.hoffmanonline.com.
    c. Hubbell Incorporated; Wiegmann Products: www.hubbell-wiegmann.com.

D. Underground Boxes/Enclosures:
1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
2. Size: As indicated on drawings.
3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches.
4. Provide logo on cover to indicate type of service.
5. Applications:
    a. Sidewalks and Landscaped Areas Subject Only to Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77, Tier 8 load rating.
    b. Parking Lots, in Areas Subject Only To Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77, Tier 15 load rating.
    c. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
6. Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.
    a. Manufacturers:
        1) Hubbell Incorporated; Quazite Products: www.hubbellpowersystems.com.
        2) Oldcastle Precast, Inc: www.oldcastleprecast.com.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as shown on drawings.

B. Verify that mounting surfaces are ready to receive boxes.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

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

B. Perform work in a neat and workmanlike manner in accordance with NECA 1 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. Locate boxes to be accessible. Provide access panels as required where approved by the Architect.
   2. Unless dimensioned, box locations indicated are approximate.
   3. Locate boxes as required for devices installed under other sections or by others.
      a. Switches, Receptacles, and Other Wiring Devices: Comply with Section 262726.
      b. Communications Systems Outlets: Comply with Section 271000.
   4. Locate boxes so that wall plates do not span different building finishes.
   5. Locate boxes so that wall plates do not cross masonry joints.
   6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
   7. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
   8. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.
   9. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
      a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
      b. Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.
   10. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 260534.
   11. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
      a. Concealed above accessible suspended ceilings.
      b. Within joists in areas with no ceiling.
      c. Electrical rooms.
      d. Mechanical equipment rooms.

H. Box Supports:
   1. Secure and support boxes in accordance with NFPA 70 and Section 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. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
4. Use far-side support to secure flush-mounted boxes supported from single stud in hollow stud walls. Repair or replace supports for boxes that permit excessive movement.

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. Metallic Floor Boxes: Install box level at the proper elevation to be flush with finished floor.

M. Underground Boxes/Enclosures:
1. Install enclosure on gravel base, minimum 6 inches deep.
2. Flush-mount enclosures located in concrete or paved areas.
3. Mount enclosures located in landscaped areas with top at 1 inch above finished grade.
4. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.

N. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

P. Close unused box openings.

Q. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

R. Provide grounding and bonding in accordance with Section 260526.

S. Identify boxes in accordance with Section 260553.

3.3 CLEANING

A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.4 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION 260537

SECTION 262717

EQUIPMENT WIRING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Electrical connections to equipment.

1.2 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables.

B. Section 260534 - Conduit.

C. Section 260537 - Boxes.

D. Section 262726 - Wiring Devices.

E. Section 262818 - Enclosed Switches.

1.3 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.

1.4 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.

1.5 QUALITY ASSURANCE

A. Conform to 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

2.1 MATERIALS

A. Disconnect Switches: As specified in Section 262818 and in individual equipment sections.

B. Wiring Devices: As specified in Section 262726.

C. Flexible Conduit: As specified in Section 260534.

D. Wire and Cable: As specified in Section 260519.

E. Boxes: As specified in Section 260537.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.2 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.

B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.

C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

D. Provide receptacle outlet to accommodate connection with attachment plug.

E. Provide cord and cap where field-supplied attachment plug is required.

F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

H. Install terminal block jumpers to complete equipment wiring requirements.

I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION 262717

SECTION 262818

ENCLOSED SWITCHES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Enclosed safety switches.

1.2 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.

1.3 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.

C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); 2013.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

F. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

G. UL 98 - Enclosed and Dead-Front Switches; Current Edition, Including All Revisions.

1.4 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.

1.5 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

C. Project Record Documents: Record actual locations of enclosed switches.

D. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

1.6 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

1.8 FIELD CONDITIONS

A. Maintain ambient temperature between -22 degrees F and 104 degrees F during and after installation of enclosed switches.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Eaton Corporation: www.eaton.com.

B. Schneider Electric; Square D Products: www.schneider-electric.us.

C. Source Limitations: Furnish enclosed switches and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

2.2 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. Provide with switch blade contact position that is visible when the cover is open.

G. Conductor Terminations: Suitable for use with the conductors to be installed.

H. Provide insulated, groundable fully rated solid neutral assembly where a neutral connection is required, with a suitable lug for terminating each neutral conductor.

I. Provide solidly bonded equipment ground bus in each enclosed 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.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as shown on the drawings.

B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive enclosed safety switches.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

A. Install enclosed switches in accordance with manufacturer's instructions.

B. Install enclosed switches securely, in a neat and workmanlike manner in accordance with NECA 1.

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.

3.3 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.4 CLEANING

A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION 262818

SECTION 262913

ENCLOSED CONTROLLERS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Enclosed NEMA controllers for low-voltage (600 V and less) applications:
   1. Magnetic motor starters.
   2. General purpose contactors.
   3. Manual motor starters.
   4. Motor-starting switches without overload protection.

B. Overcurrent protective devices for motor controllers, including overload relays.

C. Control accessories:
   1. Control power transformers.
   2. Control terminal blocks.

1.2 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 262923 - Variable-Frequency Motor Controllers.

1.3 REFERENCE STANDARDS

A. IEEE C57.13 - IEEE Standard Requirements for Instrument Transformers; 2016.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.

D. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2000, 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. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

H. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

I. UL 60947-1 - Low-Voltage Switchgear and Controlgear - Part 1: General Rules; Current Edition, Including All Revisions.

J. UL 60947-4-1 - Low-Voltage Switchgear and Controlgear - Part 4-1: Contactors and Motor-starters - Electromechanical Contactors and Motor-starters; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances required by NFPA 70.
   2. Coordinate the work to provide motor controllers and associated overload relays suitable for use with the actual motors to be installed.
   3. Coordinate the work to provide controllers and associated wiring suitable for interface with control devices to be installed.
   4. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.

5. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
6. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for motor controllers, enclosures, overcurrent protective devices, and other installed components and accessories.

1.6 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to internal components, enclosure, and finish.

1.8 FIELD CONDITIONS

A. Maintain field conditions within required service conditions during and after installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Eaton Corporation: www.eaton.com.

B. Schneider Electric; Square D Products: www.schneider-electric.us.

2.2 ENCLOSED CONTROLLERS

A. Provide enclosed controller assemblies consisting of all required components, control power transformers, instrumentation and control wiring, accessories, etc. as necessary for a complete operating system.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Description: Enclosed controllers complying with NEMA ICS 2, and listed and labeled as complying with UL 60947-1 and UL 60947-4-1; ratings, configurations and features as indicated on the drawings.

D. Service Conditions:
1. Provide controllers and associated components suitable for operation under the following service conditions without derating:
a. Altitude:
1) Class 1 Km Equipment (devices utilizing power semiconductors, e.g. variable frequency controllers): Less than 3,300 feet.
2) Class 2 Km Equipment (electromagnetic and manual devices): Less than 6,600 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 the service conditions at the installed location.

E. Conductor Terminations: Suitable for use with the conductors to be installed.

F. Enclosures:
1. Comply with NEMA ICS 6.
2. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
a. Indoor Clean, Dry Locations: Type 1 or Type 12.
3. Finish: Manufacturer's standard unless otherwise indicated.

G. 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.

H. Magnetic Motor Starters: Combination type unless otherwise indicated.
1. Combination Magnetic Motor Starters: NEMA ICS 2, Class A combination motor controllers with magnetic contactor(s), externally operable disconnect and overload relay(s).
2. Configuration: Full-voltage non-reversing unless otherwise indicated.
3. Disconnects: Circuit breaker type.
a. Circuit Breakers: Motor circuit protectors (magnetic-only) unless otherwise indicated or required.
b. Provide externally operable handle with means for locking in the OFF position. Provide safety interlock to prevent opening the cover with the disconnect in the ON position with capability of overriding interlock for testing purposes.
c. Provide auxiliary interlock for disconnection of external control power sources where applicable.
4. Overload Relays: Bimetallic thermal type unless otherwise indicated.
5. Pilot Devices Required:
a. Furnish local pilot devices for each unit as specified below unless otherwise indicated on drawings.
b. Single-Speed, Non-Reversing Starters:
1) Pushbuttons: START-STOP.
2) Selector Switches: HAND/OFF/AUTO.
3) Indicating Lights: Red ON, Green OFF.

I. General Purpose Contactors: Combination type unless otherwise indicated.
1. Combination Contactors: NEMA ICS 2, Class A combination controllers with magnetic contactor(s) and externally operable disconnect, but without integral overload relay(s).
2. Configuration: Full-voltage non-reversing unless otherwise indicated.
3. Disconnects: Disconnect switch type.
a. Disconnect Switches: Fusible or nonfusible type as indicated.
b. Provide externally operable handle with means for locking in the OFF position. Provide safety interlock to prevent opening the cover with the disconnect in the ON position with capability of overriding interlock for testing purposes.
c. Provide auxiliary interlock for disconnection of external control power sources where applicable.

J. Manual Motor Starters:
1. Description: NEMA ICS 2, Class A manually-operated motor controllers with overload relay(s).
2. Configuration: Non-reversing unless otherwise indicated.
3. Fractional-Horsepower Manual Motor Starters:
a. Furnish with toggle operator.
b. Overload Relays: Bimetallic or melting alloy thermal type.
4. Integral-Horsepower Manual Motor Starters:
a. Furnish with toggle or pushbutton operator.
b. Overload Relays: Bimetallic or melting alloy thermal type.

K. Motor-Starting Switches: Horsepower-rated switches without overload protection; toggle operator.

2.3 OVERCURRENT PROTECTIVE DEVICES

A. Overload Relays:
1. Provide overload relays and, where applicable, associated current elements/heaters, selected according to 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. Inverse-Time Trip Class Rating: Class 20 unless otherwise indicated or required.
3. Trip-free operation.

4. Visible trip indication.
5. Resettable.
    a. Employ manual reset unless otherwise indicated.
    b. Do not employ automatic reset with two-wire control.
6. Melting Alloy Thermal Overload Relays:
    a. Interchangeable current elements/heaters.

B. Circuit Breakers:
1. Interrupting Capacity (not applicable to motor circuit protectors):
    a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than specified minimum requirements.
    b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
2. Motor Circuit Protectors:
    a. Description: Instantaneous-trip circuit breakers furnished with magnetic instantaneous tripping elements for short circuit protection, but not with thermal inverse time tripping elements for overload protection; UL 489 recognized only for use as part of a listed combination motor controller with overload protection; ratings, configurations, and features as indicated on the drawings.
    b. Provide field-adjustable magnetic instantaneous trip setting.

2.4 CONTROL 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 magnetic motor starter, minimum.

B. Pilot Devices:
1. Comply with NEMA ICS 5; heavy-duty type.
2. Selector Switches: Unless otherwise indicated, provide maintained, non-illuminated type with knob operator; number of switch positions as indicated or as required.

C. Control Power Transformers:
1. Size to accommodate burden of contactor coil(s) and all connected auxiliary devices, plus 20% VA spare capacity.
2. Include primary and secondary fuses.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that ratings of enclosed controllers are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive enclosed controllers.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

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

B. Install controllers in accordance with NECA 1 (general workmanship).

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide required support and attachment components in accordance with Section 260529.

E. Install enclosed controllers plumb and level.

F. Provide grounding and bonding in accordance with Section 260526.

G. Install all field-installed devices, components, and accessories.

H. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.

I. Set field-adjustable controllers and associated components according to installed motor requirements, in accordance with manufacturer's recommendations and NFPA 70.

3.3 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.4 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.

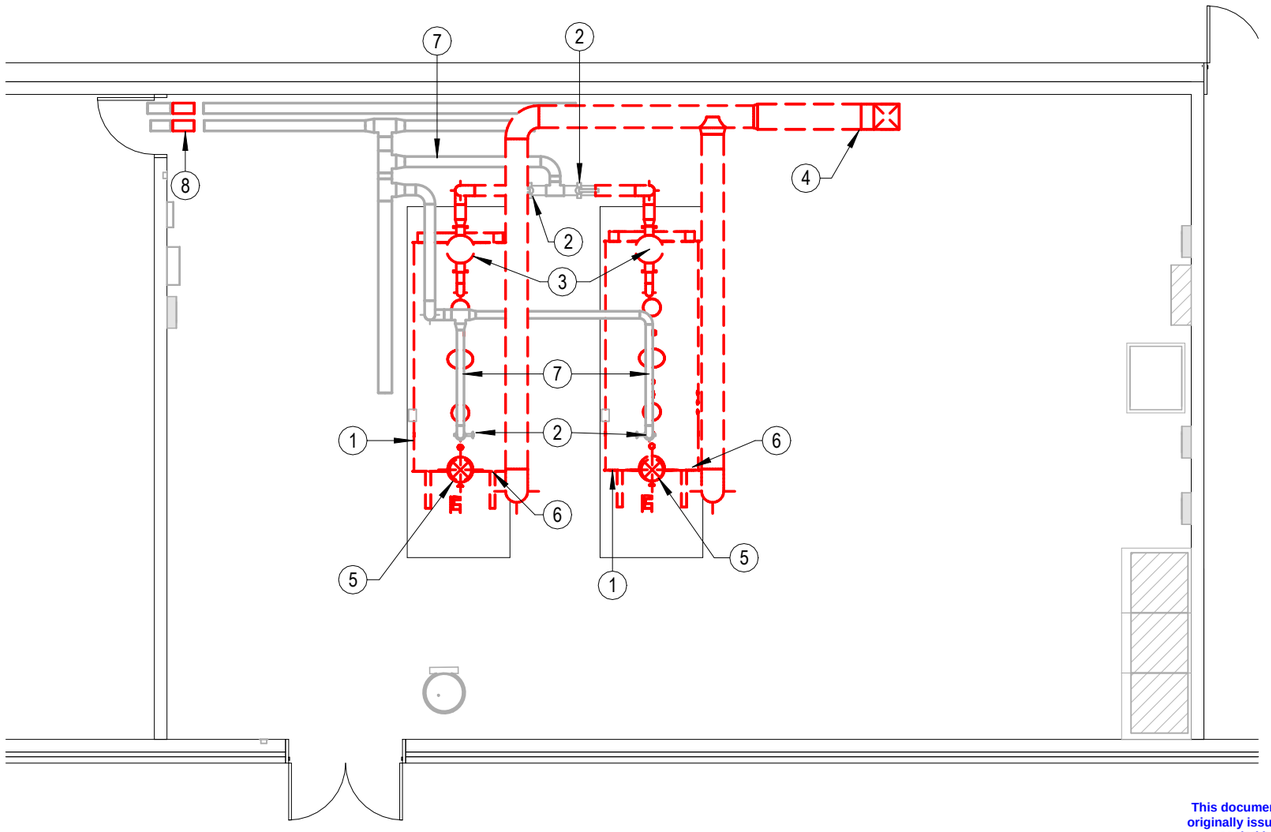
3.5 PROTECTION

A. Protect installed enclosed controllers from subsequent construction operations.

END OF SECTION 262913

NOTES BY SYMBOL

1	REMOVE BOILER AND ASSOCIATED MECHANICAL INSTALLATION. REMOVE ELECTRICAL INSTALLATION DOWNSTREAM OF DISCONNECT SWITCH. LOCAL DISCONNECT SWITCH AND ASSOCIATED 480V-3PH CIRCUIT SHALL BE REUSED FOR CONNECTION TO NEW BOILER. RETAIN EXISTING 120V BOILER CONTROL CIRCUIT FOR SHUT-DOWN CONTROL OF NEW BOILERS.
2	SHUTOFF VALVE TO REMAIN.
3	REMOVE BOILER PRIMARY PUMP AND ASSOCIATED MECHANICAL/ELECTRICAL INSTALLATION.
4	REMOVE INTAKE DUCT TO ROOF CAP. SEAL ROOF CAP WEATHER TIGHT.
5	REMOVE FLUES. MODIFY ROOF PENETRATION AS REQUIRED TO ACCOMMODATE NEW FLUES.
6	REMOVE GAS PIPING ASSOCIATED WITH BOILER. MODIFY AS REQUIRED TO CONNECT NEW BOILER.
7	EXISTING PIPING TO REMAIN.
8	ALTERNATE BID ONLY: REMOVE PIPING AS REQUIRED TO INSTALL NEW SHUTOFF VALVES AND ACCESSORIES.



1 M/E Demolition

1/8" = 1'-0"

DATE: 3-7-25
JOB #: 25006

ME-1

USD 305 SALINA SCHOOLS

LAKEWOOD MIDDLE SCHOOL - BOILER REPLACEMENT

SALINA, KANSAS

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PUMP SCHEDULE

MARK	MANUFACTURER	MODEL	MAX FLOW	HEAD	VOLTAGE/PHASE	FLA
BP-1	Grundfos	MAGNA3 65-150 F	187.1 GPM	49.2 FT	208 V / 1	5.7 A
BP-2	Grundfos	MAGNA3 65-150 F	187.1 GPM	49.2 FT	208 V / 1	5.7 A

NOTES:
1. PUMP TO BE CONTROLLED BY BOILER.
2. BOILER TO MODULATE SPEED OF PUMP TO MATCH FIRING RATE.

BOILER SCHEDULE

MARK	MANUFACTURER	MODEL	NAT GAS INPUT (BTUH)	VOLTAGE/PHASE
B-1	Lochinvar	FCB3000	3,000,000	480 V / 3
B-2	Lochinvar	FCB3000	3,000,000	480 V / 3

NOTES:
1. PROVIDE WITH 20:1 TURNDOWN.
2. PROVIDE 50 PSI ASME RATED RELIEF VALVES.
3. PROVIDE CONDENSATE NEUTRALIZATION KIT.
4. PROVIDE WITH CONTROLS REQUIRED TO INTERFACE WITH EXISTING BUILDING DDC SYSTEM.

DDC SYSTEM NOTES:
MODIFY THE EXISTING BUILDING DDC SYSTEM AS FOLLOWS:

HEATING WATER PLANT
The heating water plant consists of a manual change-over switch (Existing), two hot water secondary pumps (existing), two new hot water primary pumps (one per boiler) and two new high efficiency gas-fired condensing boilers.

SEQUENCE OF OPERATION
System On/Off: The existing control sequence is as follows and shall remain: The heating water plant shall be controlled by an existing manual summer/winter switch located on the face of the existing DDC panel. When the switch ins in the “Summer” position the heating hot water system shall be OFF. When the switch is in the “Winter” position, the heating hot water plant shall be ON.
Occupied/Unoccupied: The existing control sequence is as follows and shall remain: The occupied/unoccupied mode shall be determined by the adjustable time-of-day schedule that resides in the DDC controller.
Secondary Pump Control: The existing control sequence is as follows and shall remain: The secondary hot water pumps shall operate on a lead/lag basis. In the OCCUPIED MODE the lead hot water pump shall energize. In the UNOCCUPIED MODE the lead pump shall energize when the outdoor air temperature drops below 50°F (ADJ.)
The existing secondary pump speed control sequence shall remain.
Primary Pump Control: The primary pump ON/OFF and speed control shall be controlled by the boiler factory controller.
Boiler On/Off: The boilers shall operate on a LEAD/LAG basis. The LEAD boiler shall be “enabled” by the DDC control panel via the boiler low voltage terminal strip upon a call for heat. A call for heat shall be defined as the “summer/winter” switch positioned in the winter position and the outdoor air temperature is below 70°F (adj.) When the boiler is “enabled”, the boiler factory controller shall control the fire rate and primary pump speed to maintain a temperature differential across the boiler. The heating hot water setpoint shall reset from 90°F (ADJ.) to 180°F (ADJ.) based on an outdoor air temperature of 70°F (ADJ.) to 30°F (ADJ.)
ALARMS and SAFETIES
If the LEAD secondary hot water pump fails to energize after a 10 second time delay, the LEAD pump shall de-energize and the LAG pump shall be energized. A secondary pump failure alarm shall be generated.
The existing DDC control system shall monitor the status of the boiler auxiliary alarm contacts. An alarm shall be generated when the contact is closed.
The existing DDC system shall monitor the status of the boiler run-tim auxiliary contacts. The boiler run-time shall be totalized by the DDC system for user purposes.

NOTES BY SYMBOL

1 CONNECT NEW 4" PIPING TO EXISTING.

2 PROVIDE CATEGORY IV STAINLESS STEEL OR POLYPROPYLENE VENT. INSTALL IN ACCORDANCED WITH MANUFACTURER'S RECOMMENDATIONS. UTILIZE EXISTING ROOF PENETRATION AND PROVIDE MANUFACTURER'S RECOMMENDED ROOF CAP.

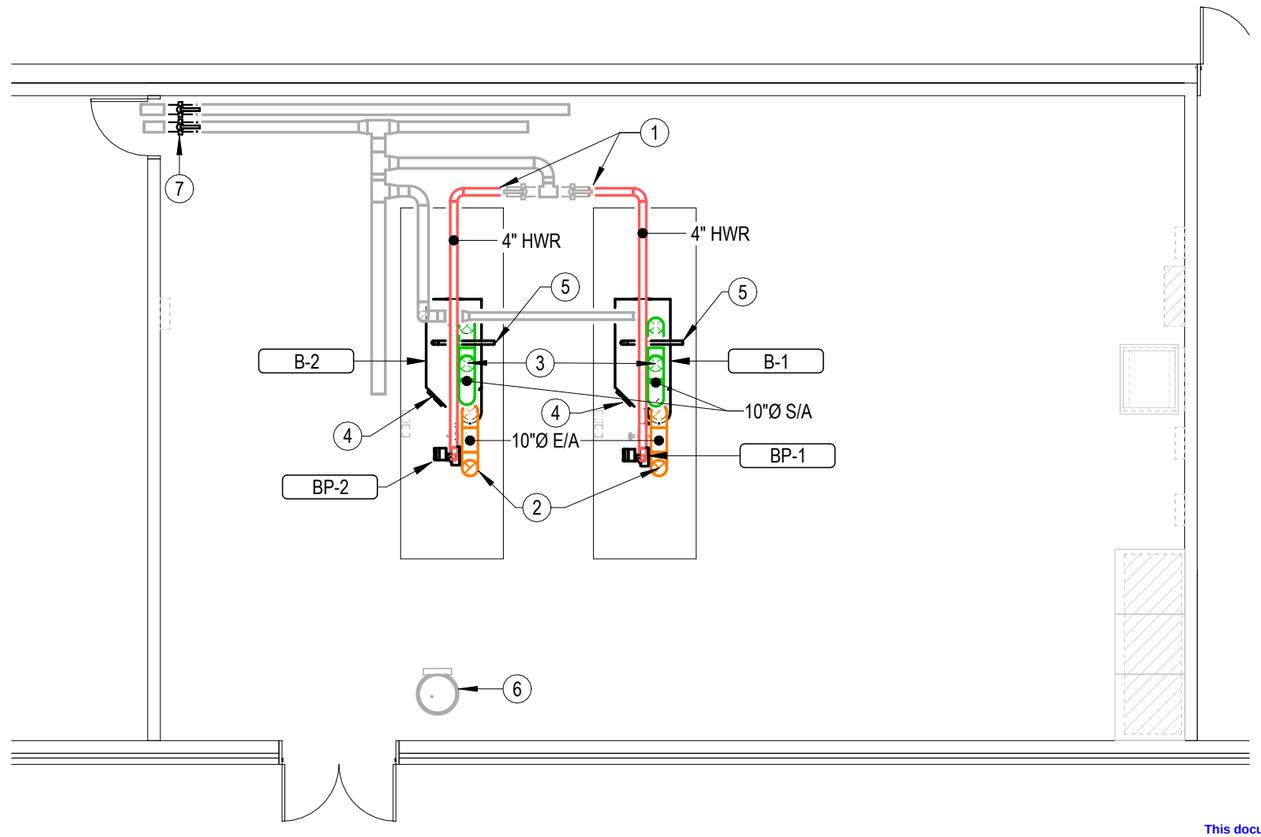
3 PROVIDE 10" PVC INTAKE PIPING. PROVIDE NEW ROOF PENETRATION AND TERMINATE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. UTILIZE MANUFACTURED PIPE CURB FOR ROOF PENETRATION.

4 PROVIDE CONDENSATE NEUTRALIZER AND ROUTE DISCHARGE TO EXISTING FLOOR DRAIN.

5 PROVIDE 2" GAS AND CONNECT TO EXISTING 2PSI OR HIGHER PRESSURE LINE. PROVIDE REGULATOR AS REQUIRED BY BOILER MANUFACTURER.

6 EXISTING GLYCOL FEED UNIT.

7 ALTERNATE BID ONLY: PROVIDE NEW BUTTERFLY VALVES IN EXISTING PIPING. DRAIN SYSTEM DOWN AS REQUIRED FOR INSTALLATION, PROVIDE NEW VALVES, PROVIDE 1" WELDOLET WITH BALL VALVE AND CAP ON BUILDING SIDE OF EXISTING PIPING. REFILL SYSTEM, PURGE ALL AIR, AND ADD PROPYLENE GLYCOL AS DIRECTED BY OWNER.



1 MECHANICAL PLAN
1/8" = 1'-0"

DATE: 3-7-25
JOB #: 25006

M-1

USD 305 SALINA SCHOOLS
LAKEWOOD MIDDLE SCHOOL - BOILER REPLACEMENT
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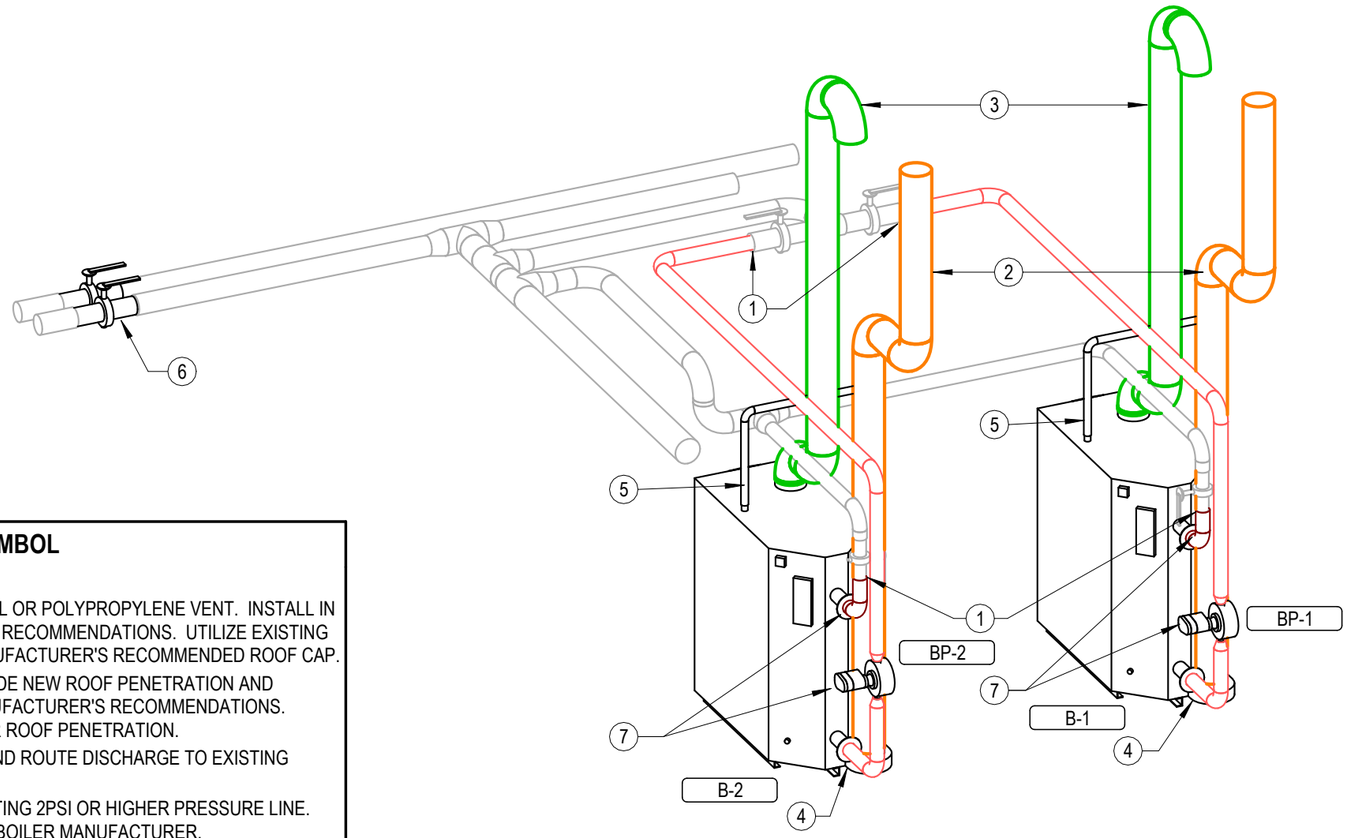
NOTES BY SYMBOL

1	CONNECT NEW 4" PIPING TO EXISTING.
2	PROVIDE CATEGORY IV STAINLESS STEEL OR POLYPROPYLENE VENT. INSTALL IN ACCORDANCED WITH MANUFACTURER'S RECOMMENDATIONS. UTILIZE EXISTING ROOF PENETRATION AND PROVIDE MANUFACTURER'S RECOMMENDED ROOF CAP.
3	PROVIDE 10" PVC INTAKE PIPING. PROVIDE NEW ROOF PENETRATION AND TERMINATE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. UTILIZE MANUFACTURED PIPE CURB FOR ROOF PENETRATION.
4	PROVIDE CONDENSATE NEUTRALIZER AND ROUTE DISCHARGE TO EXISTING FLOOR DRAIN.
5	PROVIDE 2" GAS AND CONNECT TO EXISTING 2PSI OR HIGHER PRESSURE LINE. PROVIDE REGULATOR AS REQUIRED BY BOILER MANUFACTURER.
6	ALTERNATE BID ONLY: PROVIDE NEW BUTTERFLY VALVES IN EXISTING PIPING. DRAIN SYSTEM DOWN AS REQUIRED FOR INSTALLATION, PROVIDE NEW VALVES, PROVIDE 1" WELDOLET WITH BALL VALVE AND CAP ON BUILDING SIDE OF EXISTING PIPING. REFILL SYSTEM, PURGE ALL AIR, AND ADD PROPYLENE GLYCOL AS DIRECTED BY OWNER.
7	INSTALL BOILER AND BOILER PRIMARY PUMP. PROVIDE ALL RELIEF VALVES, SHUTOFF VALVES, CHECK VALVES, ETC. AS RECOMMENDED BY BOILER MANUFACTURER.



1 BOILER ROOM ISOMETRIC

NOT TO SCALE

DATE: 3-7-25
JOB #: 25006

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USD 305 SALINA SCHOOLS

LAKEWOOD MIDDLE SCHOOL - BOILER REPLACEMENT

SALINA, KANSAS

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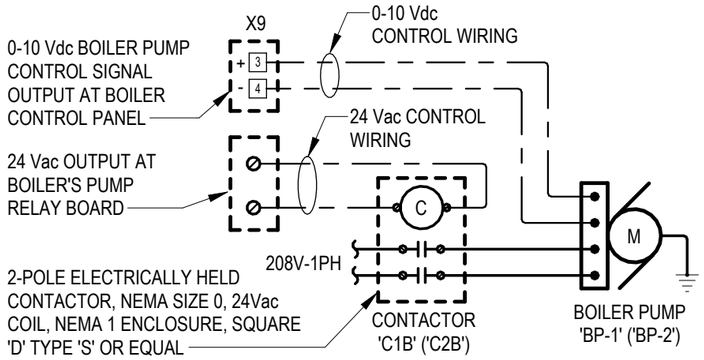
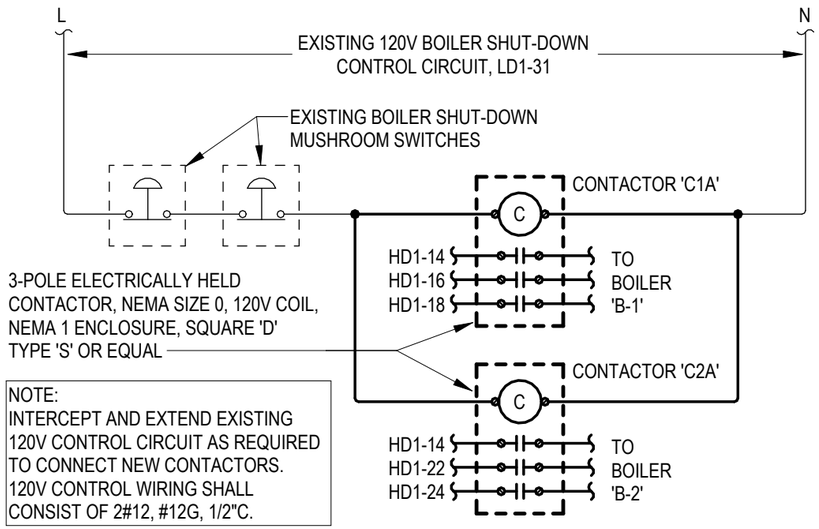


NOTES:
1) THIS DIAGRAM IS TYPICAL FOR BOTH BOILERS AND BOILER PUMPS.
2) 24 Vac CONTROL WIRING SHALL CONSIST OF 2#14 THHN IN 1/2"C
3) 0-10 Vdc CONTROL WIRING SHALL CONSIST OF 2#16 THHN OR TFN IN 1/2"C.

3 BOILER PUMP CONTROL

12" = 1'-0"



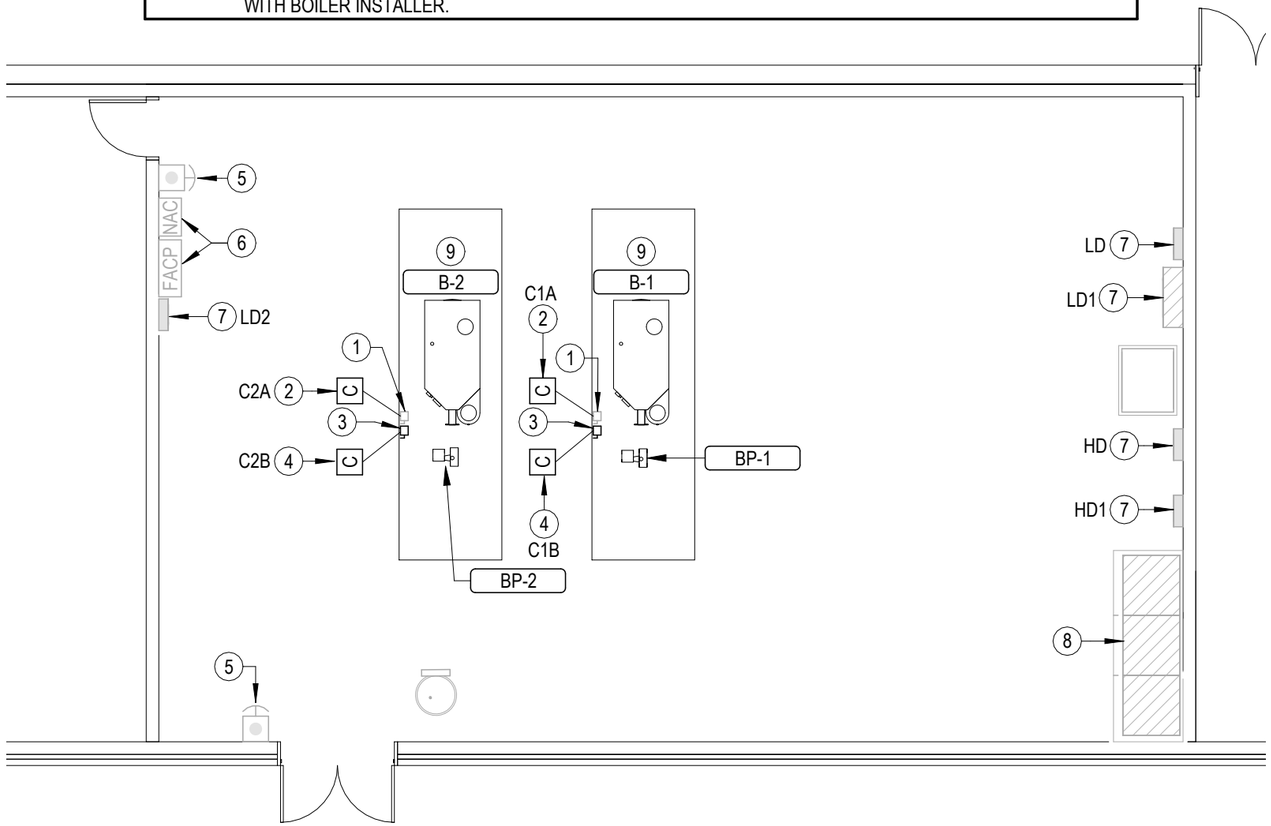
NOTE:
INTERCEPT AND EXTEND EXISTING
120V CONTROL CIRCUIT AS REQUIRED
TO CONNECT NEW CONTACTORS.
120V CONTROL WIRING SHALL
CONSIST OF 2#12, #12G, 1/2"C.

2 BOILER SHUT-DOWN

12" = 1'-0"

NOTES BY SYMBOL

1. REUSE EXISTING 30A/3P DISCONNECT SWITCH PREVIOUSLY SERVING BOILER AT THIS LOCATION AND EXTEND CIRCUIT TO NEW BOILER, ROUTED THROUGH SHUT-DOWN CONTACTOR. CIRCUITRY SHALL BE 3#12, #12G, 1/2"FMC.
2. PROVIDE CONTACTOR FOR BOILER POWER SHUT-DOWN. MOUNT TO EXISTING UNISTRUT FRAME ADJACENT TO EXISTING DISCONNECT SWITCH. SEE DETAL 2, THIS SHEET, FOR MORE INFORMATION.
3. PROVIDE 30A/2P NON-FUSED DISCONNECT SWITCH IN NEMA 1 ENCLOSURE. MOUNT TO UNISTRUT FRAME SUPPORTED FROM EXISTING CONCRETE HOUSEKEEPING PAD. PROVIDE NEW 208V-1PH CIRCUIT FROM 20A/2P BREAKER IN PANEL 'LD1' AVAILABLE BUSSED SPACE. BREAKER SHALL BE SIEMENS TYPE 'BL'. CIRCUITRY SHALL BE 2#12, #12G, 1/2"C. ROUTE CIRCUIT THROUGH CONTACTOR AND MAKE FINAL FLEXIBLE CONNECTION TO PUMP.
4. PROVIDE CONTACTOR FOR BOILER PUMP CONTROL. MOUNT ON UNISTRUT FRAME WITH ASSOCIATED DISCONNECT SWITCH. SEE DETAIL 3, THIS SHEET FOR MORE INFORMATION.
5. EXISTING EMERGENCY BOILER SHUT-DOWN MUSHROOM SWITCH TO BE REUSED. SEE DETAIL 2, THIS SHEET, FOR MORE INFORMATION.
6. EXISTING FIRE ALARM CONTROL PANEL AND NAC PANEL TO REMAIN. SHOWN FOR REFERENCE ONLY.
7. EXISTING ELECTRICAL PANEL TO REMAIN.
8. EXISTING ELECTRICAL SERVICE SWITCHBOARD TO REMAIN.
9. INSTALL 480V-3PH TO 208V-3PH TRANSFORMER PROVIDED AND SHIPPED LOOSE WITH EQUIPMENT. INSTALL PER MANUFACTURER'S REQUIREMENS AND MAKE ALL FINAL ELECTRICAL CONNECTIONS. COORDINATE WITH BOILER INSTALLER.



1 ELECTRICAL PLAN

1/8" = 1'-0"

This document was originally issued and sealed by John F. Lewis-Smith, Kansas PE No. 14654 on 03/06/2025
This media shall not be considered a certified document.

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