



City of Meriden

Purchasing Department

Invitation to Bid

For

Air Conditioning System at Hanover Elementary School

B023-51

Proposals Due: July 19, 2023 @ 11:00 AM

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B023-51 – Air Conditioning System at Hanover Elementary School

The City of Meriden, Board of Education seeks the services of a licensed, certified contractor to furnish labor and materials for a New Air Conditioning System at Hanover Elementary School.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (<https://webprocure.proactiscloud.com>). Bids will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 AM, Local Eastern Standard Time on July 19, 2023** at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

There will be a MANDATORY Pre-Bid Conference on Wednesday, June 28, 2023 at 10:00 AM - Hanover Elementary School, 208 Main Street, Meriden, CT 06451.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw its bid within sixty (60) days of the date of the bid opening.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of Ten (10%) percent of the amount bid.

Labor and Material Payment Bond and a Performance bond for One Hundred Percent (100%) of the contract price, with a corporate surety approved by the City of Meriden, will be required of the lowest responsible bidder.

The attention of bidders is call to the requirement for minimum wage rates to be paid under this contract.

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

Rawle Dummett
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: June 16, 2023

CITY OF MERIDEN, CONNECTICUT

B023-51 – Air Conditioning System at Hanover Elementary School

INFORMATION TO BIDDERS

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached proposal bid forms. Bids will be received by the City of Meriden's Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until 11:00 AM on July 19, 2023 and thereafter immediately read in public (the "bid opening").

2. BIDS

Bids are to be submitted on the attached proposal forms. Please submit two paper copies of the proposal forms and Bidder's Qualification Statement. One shall be an original and one can be a copy. **One complete copy of your bid must be submitted on a flash drive.**

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.

- a. Bids must be made out and signed in the corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the Bidder's name and address in the upper left hand corner and the words "BID DOCUMENT B023-51 Air Conditioning System at Hanover Elementary School to be opened at 11:00 AM" in the lower left hand corner.
- c. Bids received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of bids received later than the date and time set forth in the bid opening will not be considered.
- e. All prices must be in ink or typewritten. In the event of a bidder's mathematical error in tabulating any bid prices, ***the written unit prices shall govern.***

3. BIDDER QUALIFICATIONS

Bidders will be required to fill out, and include as part of its bid, any attached Bidder's Qualification Statement.

In determining the qualifications of a bidder, the City of Meriden will consider the bidder's record of performance in any prior contracts for construction work. The City of Meriden expressly reserves the right to reject a bid if the bidder's historical performance, in the sole opinion of the City of Meriden, has been unsatisfactory in any manner or if the bidder has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, suppliers, or employees.

4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the bidder may familiarize itself with all of the existing requirements, conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any bid document obtained from any other source other than from the City of Meriden. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of bids, not later than three (3) days prior to the date fixed for the opening of bids. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such addenda shall not relieve any bidder from any obligations under its bid as submitted.

Any questions about the bid document must be submitted in writing via email to meridenpurchasing@meridenct.gov. Any other format of question will not be answered.

5. BIDS TO REMAIN OPEN

No bidder may withdraw its bid within sixty (60) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the successful bidder.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the bid which, by the Purchasing Officer's judgment and recommendation from the Department of Public Works/Engineering following bid evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. BID PROTEST PROCEDURE

In the event that any bidder wishes to protest the potential award of a bid, or any procedure of act in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefore and request a conference with respect thereto. Said protest must be received in the City Purchasing Office within **FIVE (5)** business days after the delivery of bid results or decisions. A conference with respect to said protest shall be scheduled by the Purchasing Officer forthwith and shall be attended by him or his designee and such other persons as the Purchasing Officer and the City Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of dispute. The City shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting bidder forthwith. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

8. CITY OF MERIDEN, LOCAL PREFERENCE – N/A

9. EXTENSION OF AGREEMENT – N/A

10. TIME

Inasmuch as the contract concerns a public improvement, the provisions of the contract relating to the time of performance and completion of the work are of the essence of the contract. Accordingly, the successful bidder/contractor (“Contractor”) shall begin work on the day specified in paragraph 2.04 of the General Conditions and shall perform the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See paragraph 10 entitled “Liquidated Damages” of the Agreement between City of Meriden, as owner, and the Contractor.

11. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the Contractor shall work full-time until completion of the Contract.

12. TAXES

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption certificates will be furnished to the successful bidder.

13. FAIR EMPLOYMENT PRACTICES

The Contractor shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

14. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The Agreement for the work will be written on the Agreement between City of Meriden and Contractor, wherein the basis of payment is a stipulated sum.

15. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.

16. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT BIDS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

17. NON-COLLUSION BID STATEMENT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Bid Statement, to the effect that the bidder has not colluded with any other person, firm, or corporation in the submission of the bid.

18. SOIL CONDITIONS

The City of Meriden does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Meriden represent that the plans and specifications drawn are based upon any soil data so obtained. The City of Meriden does not make any representations as to the soil data so obtained. The City of Meriden does not make any representations as to the soil conditions to be encountered or as to foundation materials.

19. AWARD IN CASE OF A TIE

In the event there are two or more responsive bidders, the decision to award will be based by the following criteria and in the following order:

- a. The incumbent will be awarded the bid over that of another bidder.
- b. In the case of a multi-item bid, if one bidder has been awarded other items from the same bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
- c. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
- d. The winner of a coin toss will be awarded the bid over that of another bidder.

The above-referenced provisions do not apply to those situations in which more than one City-based business responsible bidder has submitted bids not more than ten (10) percent higher than the lowest bid and has agreed to accept the award of the bid at the amount of the lowest bid. Under such circumstances, the provisions of the Code of the City of Meriden, section 3-14, are controlling, as set forth under Section 8 of this 'Information to Bidders.'

20. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

21. PERMITS

The Contractor shall be responsible for obtaining any and all necessary permits required by the City of Meriden prior to the commencement of work. The Contractor may contact the

City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018.

22. BID PRICE AND PAYMENT

The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the bid price.

The City of Meriden, unless stated otherwise in the bidding documents or Contract, will make payment to the Contractor not less than thirty (30) days following completion of services.

23. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the Contractor shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the Contractor or release Contractor from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

24. INSURANCE

The successful bidder shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

25. CITY HALL CLOSING

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

26. PAYMENT REQUISITIONS & CERTIFIED PAYROLL

Progress payment requisitions are due monthly on last day of the month for work completed during the contract period. Requisitions are to be sent to the Architect/Engineer and/or City of Meriden Department responsible for management/administration of the contracted work.

Certified Payroll for construction contracts that require State of Connecticut Prevailing Wage Determinations are required for each week of work by the Contractor and any or all the Contractor's Subcontractors and are due monthly with each requisition. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden

Purchasing Department. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

For federally funded construction contracts with Davis Bacon Wage Determinations, Certified Payroll for all employees of the Contractor and any or all of the Contractor's Subcontractors are required to be submitted weekly to the Architect/Engineer and to the City of Meriden Purchasing Department. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. Employees on the construction site will be interviewed by City of Meriden Staff and/or City of Meriden subcontracted Project Management/Clerk-of-the-Works/Owner's Representatives for Davis Bacon compliance. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

27. CHRO - N/A

CITY OF MERIDEN, CONNECTICUT

B023-51 – Air Conditioning System at Hanover Elementary School

NON-COLLUSIVE BID STATEMENT/AFFIDAVIT

The undersigned bidder, having been duly sworn, does hereby depose and says:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid.
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned bidder is duly authorized to bind the business entity identified below.

The undersigned bidder further certifies, under oath, that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

Signature of Bidder

Print Legal Name of Bidder

Relationship to Business Entity Below

Business Entity Name, Address, Telephone Number, and Email Address

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Duly sworn and subscribed to before me
this __ day of _____, .

Notary Public
My Commission Expires:
Commissioner of the Superior Court

1. Minority owned business? _____ yes _____ no
2. Years organized. _____
3. Is your company a corporation _____ yes _____ no
If yes where incorporated? _____
4. How many years have you been engaged in business under your present firm name? _____
5. Former Firm Name (if any) _____
6. List total number of Personnel _____
7. Is any principal of your firm an employee or public official of the City of Meriden, or an immediate family member of an employee or public official of the City of Meriden? (Definition of immediate family includes: an individual's spouse, fiancé or fiancée; the parent, brother or sister of such individual or spouse; and the child of such individual or the spouse of such child.)
_____ yes _____ no
8. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.)

9. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.

10. List the name and address of the more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:

11. General character of work performed by you _____

12. Have you ever failed to complete any contract awarded to you? If so, where and why?

13. Have you ever defaulted on a contract? If so where and why?

14. Have you ever filed bankruptcy: _____ Please explain: _____

15. Will you, upon request, furnish any information that may be required by the City of Meriden? _____
16. The undersigned hereby authorizes and request any person, firm or cooperation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20____ year

 Name of Bidder

 Title

State of _____
 County of _____

_____ being duly sworn deposes and says that they are
 Name _____ of _____
 title _____ name of organization
 and that the answers to the forgoing question and all statement therein contained are true and correct

Subscribed and sworn to before me
 this _____ day of _____ 20____
 day month year

 Notary Public signature

My commission expires _____

FORM OF SURETY GUARANTY

(Shall accompany proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersaid corporation, and for other valuable consideration the

(Name of Surety Company) .

a corporation organized and existing under the laws of the State of _____

and licensed to do business in the State of _____ certifies and agrees

that if Contract _____

is awarded to - _____
(Name of Bidder)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing or furnishing materials in connection thencewith.

(Surety)

The language of this form shall generally be given on the official form normally provided by the Surety Company complete with the usual proof of Authority of Officers of the Surety Company to execute said official form.

Should a bid be offered with a check as surety without said official form, such bid shall be rejected.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name of Principal)

As Principal, and _____, as Surety are firmly bound
(Name of Surety)

Unto the CITY OF MERIDEN, CONNECTICUT hereinafter called the "OWNER", in the penal sum of

_____ DOLLARS, (\$ _____) lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the said Principal has submitted the
Accompanying bid dated _____, 20 _____

For _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the Period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the Amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this _____ day of _____, 20 .

(Principal)

(Address) (Affix seal)

Witness Signature

By: _____

(Surety)

(Address) (Affix seal)

Witness Signature

By: _____

BID FORM

B023-51

AIR CONDITIONING SYSTEM FOR HANOVER ELEMENTARY SCHOOL

Date of Opening: July 19, 2023
At 11:00 AM

To: Rawle Dummett
Purchasing Officer
142 East Main Street, Room 210
Meriden, CT 06450

The undersigned _____, doing business in the City/Town of _____, in the State of _____, herewith, after reading thoroughly the Specifications and other Bid documents (including if any addendum or addenda) submit the following proposal:

Lump sum price:

_____ Dollars & Cents
Written Amount

Receipt of Addenda is acknowledged:

No: _____ Dated: _____

No: _____ Dated: _____

NAME OF BIDDER _____

ADDRESS _____

BY: _____
Print or type name Title

SIGNATURE _____ DATE _____

TELEPHONE _____ E-Mail _____

-

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected. Attach your Certified Check or bid bond and the Non Collusive bid Statement and the bidder's qualifications

PROJECT MANUAL

for

CITY OF MERIDEN Air Conditioning System at

**HANOVER
Elementary School
208 Main Street
Meriden, CT 06451**

**Bemis Associates LLC
185 Main Street
Farmington, Connecticut 06032**

March 31, 2023

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

SECTION 20 00 50 - GENERAL CONDITIONS FOR MECHANICAL AND ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General provisions of the Contract, including General and Supplementary Conditions, General Requirements apply to the work specified in this Section.
- B. Scope of Work: This Section contains special provisions for Divisions 23 and 26.

1.2 EXAMINATION OF SITE AND DRAWINGS:

- A. Before submitting his bid, Contractor shall visit site with plans and specifications in hand, shall consult with the Engineer and shall become thoroughly familiar with all conditions under which his work will be done since he will be held responsible for any assumptions he may make in regard thereto.
- B. The Contractor shall verify and obtain all necessary dimensions at the building.
- C. Certain present building clearances are available for handling equipment. All equipment shall be delivered knocked down as necessary to clear restrictions.

1.3 INTENT:

- A. Finished Work: The intent of the specifications and drawings is to call for finished work, completed, tested and ready for operation.
- B. Good Practice: It is not intended that the drawings show every pipe, fitting or minor detail and it is understood that while the drawings must be followed as closely as circumstances will permit, the systems shall be installed according to the intent and meaning of the Contract Documents and in accordance with good practice.
- C. Work under each Section shall include giving written notice to the Owner within 15 days after the Award of the Contract of any materials of apparatus believed inadequate or unsuitable or in violation of any laws or codes, or items of work omitted. In the absence of such written notice, it is mutually agreed that work under each Section has included the cost of all required items and labor for the satisfactory functioning of the entire system without extra compensation.
- D. Any apparatus, appliance, material or work not shown on drawings but mentioned in specifications or vice versa, or any incidental accessories necessary to make the work complete and perfect in all respects and ready for operation, even if not particularly specified, shall be furnished and installed by Contractor at no additional cost to Owner.
- E. Prior to receipt of bids, Contractors shall give written notice to Engineer of any materials or apparatus believed inadequate, unsuitable or in violation of laws, ordinances, rules or regulations of authorities having jurisdiction and any necessary items or work omitted.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

In the absence of such written notice, it is mutually agreed that Contractor has included the cost of all required items in his proposal and that he will be responsible for approved satisfactory functioning of systems without further compensation.

- F. In all cases where apparatus is herein referred to in singular number, it is intended that such reference include as many such items as are required to complete work.
- G. If not otherwise specified or shown on plans, apparatus and materials shall be installed in accordance with manufacturer's published recommendations and instructions and to the complete satisfaction of the Architect.
- H. It is the intent of these specifications for Mechanical and Electrical Contractors and/or their subcontractors or equipment suppliers to furnish all equipment complete with all accessories.

1.4 REGULATIONS:

- A. Codes: All work shall be done in strict accordance with the 2022 Connecticut State Building Code, 2022 Connecticut State Fire Safety Code, 2021 IBC, 2021 IPC, 2021 IMC, Connecticut Public Health Code, 2021 NFPA 101, all applicable NFPA Codes, NEC, UL, NEMA, O.S.H.A., with all requirements of local utility companies and the requirements of all governmental departments having jurisdiction.
- B. Precedence: Requirements of the above shall take precedence over plans and specifications.
- C. Equipment construction standards shall be as follows: Pressure vessels shall be constructed in accordance with the ASME Code, all electrical equipment shall be UL listed and approved and conform to the N.E.C., gas equipment shall be approved by A.G.A. and conform to N.F.P.A. Codes, piping materials, fittings, valves and accessories shall be constructed in accordance with A.S.T.M. and A.N.S.I. standards for class of work involved. All equipment and materials shall be new and of domestic manufacture. All the above codes shall be referenced and dated in the Connecticut Basic Building Code.
- D. Wherever discrepancies occur between above regulations and agencies and contract drawings and specifications, the requirements of above shall take precedence, except that the contract drawings and specifications shall be minimum requirements and that contractors shall advise engineer of any required changes before proceeding with work.

1.5 APPROVED FITTINGS:

- A. No material other than that contained in the "Latest List of Electric Fittings" approved by the Underwriters' Laboratories, Inc., shall be used in any part of the work. All wiring, conduit, switches and other material for which label service has been established, shall bear the label of the Underwriters' Laboratories, Inc.

1.6 PERMITS, FEES:

- A. Include all necessary notices, obtain all permits and pay all governmental taxes, fees, and other costs. File all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction. Obtain all required Certificates of the Owner before request for acceptance and final payment for the work.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

1.7 DEFINITIONS:

- A. Words "finish" or "finished" refer to all rooms and areas listed in Finished Schedule on Architect's Drawings. All rooms and areas not covered in Schedule, including underground tunnels and areas above ceilings, shall be considered not finished except as otherwise noted.
- B. The word "provide" means to "furnish and install" reference item.

1.8 PROTECTION:

- A. Work under each section shall include protecting the work and materials of all other sections from damage by work or workmen, and shall include making good any and all damage thus caused.
- B. Each section shall be responsible for work and equipment until finally inspected, tested and accepted. Protect work against theft, weather, injury or damage and carefully store material and equipment received on site which is not immediately installed. Close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing materials.
- C. If so specified under the respective section, work may include receiving, unloading, uncrating, storing, protecting, setting in place and connecting up completely of any motor starters, control equipment having mechanical/electrical service connections which may be furnished by Owner or furnished under another section.

Work under each section shall include exercising special care in handling and protecting equipment and fixtures. Any of the above equipment and fixtures which are missing or damaged by reason of mishandling or failure to protect shall be replaced at no additional cost to the Owner.

1.9 EQUIPMENT SUBSTITUTIONS AND DEVIATIONS:

- A. Wherever more than one manufacturer is mentioned in specifications and drawings, any of these named are considered equally acceptable to that on upon which design was based and, providing all requirements are met, insofar as performance, space requirements, noise levels and special accessories or materials are concerned, any of those named may be included in Contractor's bid.
- B. Where Contractor proposes to use an item of equipment which differs from that upon which design was based, which required any redesign of structure, partitions, foundations, piping, wiring or of any other part of Mechanical, Electrical or Architectural Layout, all such redesign, new drawings or detailing required shall be prepared by Contractor at his own expense for approval of Engineer.
- C. Where approved substitutions or deviations require a different quantity, size or arrange of structural supports, wiring, conduit, piping, ductwork, and equipment from that upon which design was based, all additional items required by the systems shall, with the approval of Engineer, be furnished by Contractor at no additional cost to Owner.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

1.10 ELECTRICAL WORK:

- A. The Electrical Section includes all power wiring for all electrical switches, motor starters and unmounted motors, furnished at the job site by other sections or furnished under the Electrical Sections as stated in other sections of the specifications.
- B. The Electrical Section shall install and wire all starters, switches and controls, as specified and/or shown on drawings. This shall include all operating and safety controls.
- C. Electrically operated equipment supplied by other sections which will be installed and wired by Electrical Section shall be delivered to him with detailed instructions for their installation and wiring in sufficient time and proper sequence to enable him to meet his work schedule.
- D. Control devices that include mechanical elements, such as float switches, shall be installed by the section furnishing them, but be wired by the Electrical Sections.
- E. Equipment which includes a number of correlated electrical control devices mounted in a single enclosure or on a common base with equipment shall be supplied for installation completely wired as unit with terminal boxes and ample leads and/or terminal strips, ready for electrical wiring.
- F. Electrical Contractor shall furnish local disconnect switch for all equipment and manual motor starter for fractional HP motors.

1.11 DRAWINGS:

- A. The mechanical and electrical drawings are intended to supplement each other and are to be considered as a unit which, taken together in conjunction with the specifications, completely describes the work to be done. All drawings shall be checked to verify spaces in which work will be installed. Where headroom or space conditions appear inadequate, notification shall be given to Engineer before proceeding with installation.
- B. The Engineer may without charge, make modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.
- C. Note that the drawings are diagrammatic and indicate the general arrangement of the Mechanical and Electrical Equipment and systems, without showing every detail and fitting.
- D. Where conflicts occur between drawings and specifications or within either, the item or arrangement of better quality, greater quality or highest cost shall be included in Contract price. Engineer shall determine the manner or item with which work shall be installed.
- E. Keep one complete set of all drawings, specifications, shop drawings and addenda on the premises at all times in good condition and available to the Engineer and Owner.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

1.12 REVIEWS:

- A. The materials, workmanship, design and arrangement of all work installed under the Mechanical and Electrical sections shall be subject to the review of the Engineer.
- B. Where any specific material process or method of construction or manufactured article is specified by name or by reference to the catalog number of a manufacturer, the specifications are to be used as a guide and not intended to take precedence over the basic duty and performance specified or noted on drawings. In all cases, the specific characteristics of the equipment offered for approval, shall be indicated on the shop drawings.
- C. All component parts of each item of equipment or device shall bear the manufacturer's nameplate, giving name of manufacturer, description, size, type, serial or model number, electrical characteristics, etc. in order to facilitate maintenance or replacement. The nameplate of a subcontractor or distributor will not be acceptable.
- D. If material or equipment is installed before it is reviewed, it shall be removed and replaced at no extra charge to the Owner if, in the opinion of the Engineer, the material or equipment does not meet the intent of the drawings and specifications.

1.13 SHOP DRAWINGS:

- A. Contractor shall submit for review electronic shop drawings of all new equipment, materials, piping, lighting fixtures, devices, panels, wiring and reports. Engineer's review of shop drawings must be completed before any equipment is purchased or any work is installed.
- B. Shop drawings shall consist of manufacturer's certified scale drawings, cuts or catalog, including descriptive literature and complete certified characteristics of equipment, showing dimensions, capacity, code requirements, motor and drive testing as indicated on the drawings or specifications. Also, sheet metal fabrication drawings drawn to scale of 1/4" to the foot or larger.
- C. Certified performance curves for all pumping equipment shall be submitted for review.
- D. Samples, drawings, specifications, catalogs, etc. submitted for review shall be properly labeled indicating specific service for which material or equipment is to be used, division and article number of specifications governing Contractor's name and name of job.
- E. Catalog, pamphlets or other documents submitted to describe items on which review is being requested, shall be specific and identification in catalog, pamphlet, etc. of item submitted shall be clearly made in ink. Data of a general nature will not be accepted.
- F. Review stamp rendered on shop drawings shall not be considered as a guarantee of measurements of building conditions. Where drawings are reviewed, said review does not mean that drawings have been checked in detail. Said review does not in any way relieve the Contractor from his responsibility or necessity of furnishing material or performing work as required by the Contract Drawings and Specifications.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- G. Failure by the Contractor to submit shop drawings in ample time for checking shall not entitle him to an extension of Contract and no claim for extension by reason of such default will be allowed.
- H. Prior to submission of shop drawings, the Contractor shall thoroughly check each shop drawing, reject those not conforming to the specifications and indicate by his signature that the shop drawings submitted in his opinion meet Contract requirements.

1.14 CUTTING AND PATCHING:

- A. Cutting and patching shall be done in accordance with Division 01, section 017329 unless otherwise specified.
- B. The General Contractor will leave all openings and built-in sleeves, etc. as required, provided he receive same with the proper information and cooperation from the Electrical and/or Mechanical Contractor in due time as the construction progresses.
All cutting of openings in walls, floors, partitions, etc. not thus provided for must, however, be done by the Electrical and/or Mechanical Contractor as required to install the work including all cutting of existing construction work, and this Contractor shall restore to its original condition any work disturbed.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP:

- A. All materials and apparatus used shall be new, of first class quality and shall be furnished, delivered, erected, connected and finished in every detail. No materials or apparatus used shall be discontinued or about to be discontinued items.
- B. The Engineer shall have the right to reject any part of the work in case material or workmanship is not of satisfactory quality.
- C. Any unacceptable work and material shall be replaced with acceptable work and material at no additional expense to the Owner.
- D. In case there is any doubt of the acceptability of any material, submit samples to the Engineer for approval and only definite approval in writing from the Engineer shall be evidence of such approval. Such approval shall also be subject to the satisfactory installation of the material.
- E. The work in each of these sections shall be constantly under the direction of a competent superintendent who shall be on the premises during such period as the work is in progress. The superintendent shall familiarize himself with the work of all other sections involved insofar as they relate to or in any way affect the work of these sections, and shall coordinate the work.
- F. Unless otherwise noted, all equipment and materials shall be installed and/or applied in accordance with the recommendations of the manufacturer of said equipment, including the performance of any tests recommended by the manufacturer.

2.2 EQUIPMENT VARIATIONS:

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- A. In these specifications and on the accompanying drawings, one or more makes of materials, apparatus or appliances have been specified for use in this installation. This has been done for convenience in fixing the standard of workmanship performance of any materials, apparatus or appliance which shall be substituted for those mentioned herein shall also conform to these standards.
- B. Where no specified make or material, apparatus or appliance is mentioned, any first class product made by a reputable manufacturer may be used, providing it conforms to the requirements of these specifications and meets the approval of the Engineer.
- C. Refer to General Conditions of the contract for substitution procedures.
- D. To substitute other makes of materials, apparatus or appliance, than those mentioned under the mechanical or electrical sections, a request in writing to be allowed to make the substitution shall be made. This request shall be accompanied by complete plans and specifications of the substitution offered. If so requested by the Architect or Engineer, also submit samples of both the specified material or appliance and the substitute.

2.3 ACCESS DOORS:

- A. Access doors shall be of sufficient size to permit easy replacement of complete units and all groupings of complete units and all groupings of valves and equipment shall have necessary clearance for this same purpose. Provide access doors for each valve, damper, control, fire damper, etc., not accessible (such as above a non-lift out ceiling, wall or chase). Doors shall be Milcor or equal prime coated steel, screwdriver lock for building into walls or ceilings. Doors shall be Style A in acoustic tile surfaces and Styles K, L or M for other surfaces. Doors shall bear the same or greater fire rating as the wall or ceiling in which they occur. Size of doors to be determined after valves or dampers are installed and shall be of adequate size to operate same.
- B. Where access is required to dampers, valves, etc., that occur above lay-in ceilings, these access doors can be omitted, provided suitable plastic markers identifying exact location of valves, dampers, etc., on lay-in ceilings are applied directly below valve grouping and identified by a number, this number to be used as a marking on valve or damper chart. Tags shall be applied on the ceiling grid, not on the ceiling tiles.

PART 3 - EXECUTION

3.1 CONNECTING TO EXISTING UTILITIES:

- A. Connections to existing utilities that will interrupt the service to the present buildings shall be made at a time agreed upon by the Owner, Architect and Contractor.
- B. If it is necessary to make connections to existing utilities outside the regular working hours, this shall be noted on the written work order and the respective Contractor will be paid for the additional cost of labor over and above what it would cost at regular day time rates.

3.2 FREIGHT, CARTING AND RIGGING:

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- A. Contractor shall pay all freight and carting charges necessary to deliver all equipment furnished under his Contract to the site and furnish all necessary rigging to properly rig and set the apparatus on the foundations, frames, etc.
- B. All scaffolding, blocks and tackle, ropes and chains and other equipment necessary to rig and set the apparatus shall be furnished by the Contractor.
- C. The Contractor shall set, level and align all equipment before starting operations.

3.3 SEISMIC RESTRAINTS:

- A. It is the intent of this seismic restraint portion of the specification to provide restraint of all non-structural building system components provided in Sections 15 and 16 in Seismic Zone II. Restraint systems and devices are intended to withstand, without failure, the "G" forces detailed in the chart below:

Design Level of Acceleration At Equipment Center of Gravity Seismic Zone 2)
(Av - >0.1 to 0.19)

Elevation (feet rel. to grade level)	Rigid* Mnt'd Equip	Non-Struct. Architect Component	Flexible* Mnt'd Equip	Pipe, Duct, Cable trays, Conduit, Etc.	Life Safe. Equip
Below Grade up to 20 feet above grade	0.125 "g"	0.250 "g"	0.500 "g"	0.350 "g"	1.000 "g"
21 ft. - 300 ft.	0.500 "g"	0.550 "g"	0.750 "g"	0.650 "g"	1.000 "g"
301 ft. - 600 ft.	0.750 "g"	0.900 "g"	1.000 "g"	1.000 "g"	1.000 "g"

* Rigid mounted equipment is any equipment mounted directly to structure. Flexible mounted equipment is any equipment mounted on resilient supports, ceiling suspended, roof supported or mounted on an independent frame with any primary natural frequency below 16 Hz.

- B. Seismic restraints shall be as required by the 2016 Connecticut Building Code.
- C. Refer to section 220548 and drawings for details.
- D. Seismic Certification and Analysis
 - 1. Seismic restraint calculations must be provided for all connections of equipment to the structure.
 - 2. Calculations to support seismic restraint designs must be stamped by a registered professional engineer licensed in the State of Connecticut.
 - 3. Analysis must indicate dead loads, derived loads, and materials used for connections to equipment and structure. Analysis must detail anchoring methods, bolt diameters, embedment, and weld length.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

4. A seismic design errors and omissions insurance certificate must accompany submittals.

E. Submit drawings showing locations of all seismic restraints for equipment, piping, and conduit provided under Sections 21, 22, 23, 26, 27 and 28.

1. The term EQUIPMENT includes ALL non-structural components. These specifications are applicable within the facility and 5 feet outside of the foundation wall. Equipment buried underground is excluded but entry of services through the foundation wall is included. Equipment referred to below is a partial list; (equipment not listed is still included in this specification).

AC Units	Condensing Unit
Conduit	All Electrical Panels

F. Submittals shall include a listing of all isolated and non-isolated equipment to be restrained.

G. Seismic restraints shall not be required for the following installations:

1. Piping in mechanical rooms less than 1 1/4-inch inside diameter.
2. All other piping less than 2 1/2-inch inside diameter.
3. All electrical conduit less than 2 1/2-inch inside diameter.
4. All rectangular air-handling ducts less than 6 square feet in cross-sectional area.
5. All round air-handling ducts less than 28 inches in diameter.
6. All piping suspended by individual hangers 12 inches or less in length from the top of the pipe to the bottom of the support for the hanger.
7. All ducts suspended by hangers 12 inches or less in length from the top of the duct to the bottom of the support for the hanger.

H. Life safety systems defined:

1. All systems involved with fire protection including sprinkler piping, service water supply piping, fire dampers and smoke exhaust systems.
2. All systems involved with and/or connected to emergency power supply including all generators, transfer switches, transformers and all flow paths to fire protection and/or emergency lighting systems.
3. Fresh air relief systems on emergency control sequence including air handlers, conduit, duct, dampers, etc.

3.4 COOPERATION WITH OTHER TRADES:

A. No piping, ducts, conduit, valves, boxes, etc., shall be installed until the entire run has been checked for clearance and the work has been coordinated between all the trades. Each tradesman shall be responsible for taking his own field measurements and maintaining proper clearance from the Owner's equipment and the work of other trades, and for coordinating his work with that of other Contractors and Owner. Furnish all necessary information, dimensions, templates, etc. in order that a perfectly coordinated job will result.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- B. Contractor shall carry out his work in conjunction with other trades and shall give full cooperation to other trades. Contractor shall furnish all information necessary to permit work of all trades to be installed in a satisfactory manner.
- C. Where space is so limited that Contractor's work shall be installed in close proximity to the work of other trades or where it is evident that Contractor's work will interfere with other trades, he shall assist in working out space conditions to make satisfactory adjustments. If required or directed by Engineer, the Contractor shall prepare composite working drawings and sections of not less than 3/4" -1'-0" scale clearly showing how his work is to be installed in conjunction with other trades; he shall make corrections necessary to satisfactorily complete installation at no additional cost to Owner.
- D. All supports for hanging material to be connected to steel structure shall be installed prior to installation of fire proofing material. Refer to Division 7 of the specifications. Any damage to fireproofing caused by late installation of hanging material shall be repaired by the Fire-proofing Contractor at the expense of the Contractor responsible.
- E. The Plumbing and Heating Contractors shall give to the Electrical Contractor all information on switches, controls, pilots, etc. furnished under the Plumbing and Heating Contracts, together with makes and catalog numbers where required to permit the Electrical Contractor to leave the proper boxes to receive same. This information shall be given well in advance so that the Electrical Contractor may install his work as construction progresses. In the event that this information is not given in time to permit the Electrical Contractor to leave proper boxes, etc. as construction progresses, it shall be the responsibility of the Contractor to pay all costs of cutting and patching construction required because of this neglect.

3.5 INFORMATION FOR ELECTRICAL CONTRACTOR:

- A. Deliver to the Electrical Contractor all information on motors and controls furnished under the Mechanical Contract, together with makes and catalog numbers, to permit the Electrical Contractor to leave the proper boxes and wiring.
- B. Each electric motor of 1/2 h.p. or more shall be furnished with an automatic starter.
- C. Starters shall be furnished in type to be remotely controlled and fed from dual voltage transformer 208/460 120 volts.
- D. Starters to have overload and undervoltage protection. Starters shall be of the combination disconnect switch and starter type.

3.6 SLEEVES, INSERTS AND ANCHOR BOLTS:

- A. All pipes and conduits passing through floors, walls or partitions shall be provided with sleeves sized to give a minimum of 1/2" clearance between sleeve and the outside diameter of the pipe, conduit or insulation, enclosing the pipe or conduit.
- B. Sleeves through concrete floors or interior masonry walls shall be Schedule 40 steel pipe, set flush with finished wall or ceiling surfaces, but extending 2 inches above finished floors or shall be in accordance with details on drawings.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

In all mechanical equipment rooms or penthouses, sleeves shall extend 6 inches above finished floor.

- C. Inserts shall be individual or strip type of steel or malleable iron construction for removable nuts and threaded rods up to 3/4" diameter, permitting lateral adjustment.
- D. Provide escutcheons on all pipes and conduits wherever they pass through floors, ceilings, walls, or partitions in finished areas. Escutcheons for pipes passing through floors shall be RITTER PATTERN AND CASTING COMPANY, No. 36A or approved equal split-hinged, cast brass type designated to fit pipe on one end and cover alcove projecting through floor on the other end. Escutcheons for pipes shall be RITTER PATTERN AND CASTING COMPANY, No. 3A or approved equal - split-hinged, cast brass, chromium plated type.

3.7 FIRE STOPPING:

A. General

- 1. Firestopping: Material or combination of materials used to retain integrity of fire-rated construction by maintaining an effective barrier against the spread of flame, smoke, and hot gases through penetrations in fire rated wall and floor assemblies.

B. General Description of the Work : Only tested firestop systems shall be used in specific locations as follows: Penetrations for the passage of duct, cable, cable tray, conduit, piping, electrical busways and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor/ceiling assemblies), and vertical service shaft walls and partitions.

C. References

- 1. Test Requirements: ASTM E-814, "Standard Method of Fire Tests of Through Penetration Fire Stops" (July 1997).
- 2. Underwriters Laboratories (UL) of Northbrook, IL runs ASTM E-814 under their designation of UL 1479 and publishes the results in their "FIRE RESISTANCE DIRECTORY" that is updated annually.
- 3. International Firestop Council Guidelines for Evaluating Firestop Systems Engineering Judgments
- 4. Test Requirements: ASTM E 84-96, "Surface burning characteristics".
- 5. All major building codes: ICBO, SBCCI, BOCA, and IBC.
- 6. Test Requirements: ASTM E-119, "Fire Test of Building Construction and Materials" (UL 263)

D. Quality Assurance

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

1. Firestop System installation must meet requirements of ASTM E-119, ASTM E-814, ASTM E-84-96, UL 236, UL 1479 or UL 2079 tested assemblies that provide a fire rating equal to that of construction being penetrated.
2. Firestop Systems do not reestablish the structural integrity of load bearing partitions/assemblies, or support live loads and traffic. Installer shall consult the structural engineer prior to penetrating any load bearing assembly.

E. Submittals

1. Submit Product Data: Manufacturer's specifications and technical data for each material including the composition and limitations, documentation of UL firestop systems to be used and manufacturer's installation instructions to comply with Section 013300.
2. Submit material safety data sheets provided with product delivered to job-site.

F. Installer Qualifications

1. Engage an experienced Installer who is certified, licensed, or otherwise qualified by the firestopping manufacturer as having been provided the necessary training to install manufacture's products per specified requirements.

G. Products, General

1. Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by the firestopping manufacturer based on testing and field experience.
2. Provide components for each firestopping system that are needed to install fill material. Use only components specified by the firestopping manufacturer and approved by the qualified testing agency for the designated fire-resistance-rated systems.
3. Firestopping Materials are either "cast-in-place" (integral with concrete placement) or "post installed." Provide cast-in-place firestop devices prior to concrete placement.

H. Acceptable Manufacturers

1. Subject to compliance with through penetration firestop systems (XHEZ) and joint systems (XHBN) listed in Volume II of the UL Fire Resistance Directory, provide products of the following manufacturers as identified below:
 - a. Hilti, Inc., Tulsa, Oklahoma 800-879-8000
 - b. Other manufacturers listed in the U.L. Fire Resistance Directory – Volume 2

I. Materials

1. Use only firestop products that have been UL 1479, ASTM E-814, or UL 2079 tested for specific fire-rated construction conditions conforming to construction assembly type,

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

penetrating item type, annular space requirements, and fire-rating involved for each separate instance.

2. Provide a firestop system with a "F" Rating as determined by UL 1479 or ASTM E814 which is equal to the time rating of construction being penetrated.
3. Provide a firestop system with an Assembly Rating as determined by UL 2079 which is equal to the time rating of construction being penetrated.

J. Preparation

1. Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
 - a. Verify penetrations are properly sized and in suitable condition for application of materials.
 - b. Surfaces to which firestop materials will be applied shall be free of dirt, grease, oil, rust, laitance, release agents, water repellents, and any other substances that may affect proper adhesion.
 - c. Provide masking and temporary covering to prevent soiling of adjacent surfaces by firestopping materials.
 - d. Comply with manufacturer's recommendations for temperature and humidity conditions before, during and after installation of firestopping.
 - e. Do not proceed until unsatisfactory conditions have been corrected.

K Coordination

1. Coordinate location and proper selection of cast-in-place Firestop Devices with trade responsible for the work. Ensure device is installed before placement of concrete.
2. Responsible trade to provide adequate spacing of field run pipes to allow for installation of cast-in-place firestop devices without interferences.

L. Installation

1. Regulatory Requirements: Install firestop materials in accordance with UL Fire Resistance Directory.
2. Manufacturer's Instructions: Comply with manufacturer's instructions for installation of through-penetration and construction joint materials.
 - a. Seal all holes or voids made by penetrations to ensure an air and water resistant seal.
 - b. Consult with project manager, and damper manufacturer prior to installation of UL firestop systems that might hamper the performance of fire dampers as it pertains to duct work.
 - c. Protect materials from damage on surfaces subjected to traffic.

M. Field Quality Control

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

1. Examine sealed penetration areas to ensure proper installation before concealing or enclosing areas.
2. Keep areas of work accessible until inspection by applicable code authorities.
3. Perform under this section patching and repairing of firestopping caused by cutting or penetrating of existing firestop systems already installed by other trades.

N. Adjusting and Cleaning

1. Remove equipment, materials and debris, leaving area in undamaged, clean condition.
2. Clean all surfaces adjacent to sealed holes and joints to be free of excess firestop materials and soiling as work progresses.

3.8 ACCESSIBILITY:

- A. Locate all equipment which must be serviced, operated or maintained in fully accessible positions. Equipment shall include but not be limited to motors, controllers, switchgear, drain points, etc. If required for better accessibility, furnish access doors for this purpose. Access doors shall be selected by the Architect/Engineer to specific area finishes. Minor deviations from drawings may be made to allow for better accessibility, only if approved by the Engineer. Provide fire rated access doors in rated walls, access doors shall be provided in Milcor or equal.
- B. In the event that any equipment is not installed to permit convenient servicing, disassemble, removal of parts, etc. the Contractor shall, at his own expense, make all corrections necessary to accomplish this.

3.9 TAGS, CHARTS AND NAMEPLATES:

- A. Each piece of apparatus installed under these sections shall be properly identified.
- B. All equipment shall be provided with a suitable laminated plastic nameplate fastened with screws or rivets. Small equipment labels may use a pressure sensitive tape.
- C. All nameplates and labels shall identify components by proper nomenclature and numbered according to equipment schedule or as designated.

3.10 PIPING CODE MARKERS:

- A. All service piping which is accessible for maintenance operations, except piping in finished spaces, shall be identified with vinyl plastic color bands and legends at each branch and riser take-off, at each passage through wall, floor and ceiling, adjacent to each valve and on all pipe runs marked each 20'-0" on center.

Vinyl plastic bands shall not be used in plenum ceilings. Use self-Adhesive aluminum pipe markers or pipe stencils in plenum areas.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- B. Pipe markers to conform to A.S.A. Bulletin A-13. Where pipes are too small for legends, brass identification tags 1-1/2" in diameter with depressed 1/2" high black filled letters shall be fastened with chain. Pipe markers and tags as manufactured by the Seton Name Plate Corp., New Haven, Conn., or equal approved in Brady or Kolbi.

3.11 INSTRUCTIONS:

- A. Prepare written instructions frames for the proper maintenance and operation of any special equipment furnished and installed under this Contract.
- B. Personally instruct the Owner's Custodian or official representative in addition to furnishing all manuals, diagrams, etc. in the proper operation and maintenance of all equipment and piping installed under this Contract.
- C. Prepare a portfolio with all tags, operating manuals, parts lists, guarantees, etc. that are packed with all equipment furnished under this Contract and submit same to the Architect.

3.12 EQUIPMENT NOT IN CONTACT AND PREPURCHASED BY OWNER:

- A. The Owner has purchased mechanical equipment listed elsewhere. This Contractor shall be given the purchase order and shall at that time assume full responsibility for delivery, installation and guarantee of said equipment as if he has purchased the equipment.
- B. Furnish all piping, wiring, sheet metal connections and miscellaneous accessories, and make all closing connections to equipment furnished by Owner; include installation of all special traps, control valves and supplies furnished with such equipment. Refer to section in which outlines equipment requirements and all other specifications sections as may be pertinent to comply with intent of this Article.
- C. Unless otherwise detailed on drawings, roughing of proper size and capacity for equipment indicated on Mechanical or Electrical drawings as "Future" or "NIC" shall be provided and installed in such a manner and location that future final connection can be made with a minimum of work and without cutting or patching walls, partitions, ceilings or floors.
- D. Engineers' drawings are, of necessity, schematic for special equipment as exact roughing and requirements may vary with different manufacturers.
- E. Contractor shall obtain approved shop drawings of equipment being furnished for extent of final connections and exact roughing required.

3.13 CLEANING PIPING, CONDUITS AND EQUIPMENT:

- A. Thoroughly clean all piping and equipment of all foreign substances inside and out before being placed in operation.
- B. If any part of a system should be stopped by any foreign matter after being placed in operation, the system shall be disconnected, cleaned and reconnected wherever necessary to locate and remove

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

obstructions. Any work damaged in the course of removing obstructions shall be repaired or replaced when the system is reconnected at no additional cost to the Owner.

- C. During the course of construction, all pipe and electrical conduits shall be capped in an approved manner to insure adequate protection against the entrance of foreign matter.

3.14 CLEANING UP:

- A. After completion of the work, remove all waste, rubbish and other materials left as a result of operations and leave the premises in clean condition.
- B. All fixtures, equipment, etc. installed under the Mechanical and Electrical Sections shall be free of dirt, grease and other foreign material and left in perfectly clean condition and ready to use.

3.15 GUARANTEE:

- A. All parts of the work and all equipment shall be guaranteed for a period of at least 18 months from the date of acceptance of the job by the Owner.
- B. If during that period of general guarantee, any part of the work installed fails, becomes unsatisfactory or does not function properly due to any fault in material or workmanship, whether or not manufactured or job built, each section shall upon notice from the Owner, promptly proceed to repair or replace such faulty material or workmanship without expense to the Owner, including cutting, patching and painting or any other work involved and including repair or restoration of any damaged sections of the premises resulting from such faults.
- C. In the event, that a repetition of any one defect occurs, indicating the probability of further failure, and which can be traced to faulty design, material or workmanship, then repairs or replacement shall not continue to be made but, the fault shall be remedied by a complete replacement of the entire defective unit.
- D. In addition to the general guarantee, obtain and transmit to the Owner any guarantees or warranties from manufacturers of specialties but only as a supplement to the general guarantee which will not be invalidated by same.

3.16 OWNER'S INSTRUCTIONS AND SYSTEM OPERATION:

- A. At the time of the job's acceptance by the Owner, Contractor shall furnish one complete set of reproducible approved, certified drawings to the Owner. In addition, Contractor shall furnish maintenance and operating instructions for all equipment including parts list. These instructions shall be written in layman's language and shall be inserted in vinyl covered three-ring loose leaf binder. This information in binder shall be first sent to the approved by the Architect/Engineer before turning over to the Owner.
- B. Upon completion of all work and of all tests, each Division shall furnish the necessary skilled labor and helpers for operating the system and equipment for a period of one (1) day of eight (8) hours, or as otherwise specified. During this period, instruct the Owner or his representative fully in operation, adjustment and maintenance of all equipment furnished. Give at least forty-eight (48) hours notice to the Owner in advance of this period.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

3.17 OWNER'S ACCEPTANCE TEST:

- A. After the various systems are complete as determined by preliminary operating tests, the Contractor shall arrange for the Owner's final acceptance tests.
- B. The Contractor shall have present at each acceptance test, representatives of the several Contractors whose work is directly or indirectly involved, with instruments as necessary in accordance with the design and to include the following.
 - 1. All equipment installed and operating in accordance with manufacturer's instructions and performance guarantee.
 - 2. All systems operating in accordance with specifications.
 - 3. All distribution systems properly adjusted for distribution to equipment as specified.
 - 4. All `as built` drawings, valve charts, etc. as specified in various parts of the specifications installed or ready for delivery to the Owner.
- C. The date of the Owner's acceptance of the equipment shall be the start of the 18 months guarantee period.

3.18 TEST:

- A. Conducting Tests: Conduct all tests called for under the various sections or as required and repair or replace any defects. Perform all tests in the presence of and to the satisfaction of the Engineer and such other parties as may have legal jurisdiction.
- B. Defective Work: The Owner shall have the privilege of stopping any of the work not being properly installed. All such defective work shall be repaired or replaced and the tests shall be repeated.
- C. Repair Damaged Work: Repair all damages resulting from tests and replace damaged materials.

END OF SECTION 20 00 50

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

SECTION 23 05 48 -VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING & EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General Provisions of the Contract, including General and Supplementary Conditions and Division 1, General Requirements, apply to the work specified in this Section.
- B. The General Requirements in Section 200050 shall also govern the work under this Section.

1.2 SECTION INCLUDES:

- A. Vibration isolation and seismic restraints for all mechanical and electrical system including equipment, piping, conduit and ductwork within the building.
- B. The work of this section includes but is not limited to the following:
 - 1. Vibration isolation elements.
 - 2. Equipment isolation bases.
 - 3. Piping flexible connections.
 - 4. Seismic restraints for isolated and non-isolated mechanical and electrical items.

1.3 REFERENCES:

- A. State of Connecticut Building Code.
- B. SMACNA - Seismic Restraint Manual Guidelines for Mechanical Systems.
- C. Mason Industries, Inc. Seismic Restraint Guidelines

1.4 QUALIFICATIONS:

- A. Qualifications: Only firms having five years experience designing and manufacturing seismic devices shall be capable of work in this specification.

1.5 SUBMITTALS:

- A. Submit under provisions of Section 200050.
- B. The submittal material shall include copies of descriptive data for all products and materials including but not limited to the following:
 - 1. Descriptive Data:
 - a. Catalog cuts and data sheets.
 - b. An itemized list showing the items to be isolated and/or seismically restrained, product type or model number to be used and loading and deflection data.
 - c. Seismic restraint calculations.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- d. (Structural or civil engineer's State of Connecticut professional engineer's seal verifying design and calculations for seismic restraining system used.)

2. Shop Drawings:

- a. Drawings showing equipment base construction for each machine, including dimensions, structural member sizes, and support point locations.
- b. Drawings showing methods of suspension, support guides for conduit, piping and ductwork.
- c. Drawings showing methods for isolation of conduits, pipes and ductwork penetrating walls and floor slabs.
- d. Concrete and steel details for bases including anchor bolt locations.
- e. Number location of seismic restraints and anchors for each piece of equipment.
- f. Specific details of restraints including anchor bolts for mounting and maximum loading at each location, for each piece of equipment and/or pipe and duct locations.

1.6 GENERAL (MANUFACTURER) RESPONSIBILITIES:

A. Contractor shall have the following responsibilities:

- 1. Determine vibration isolation and seismic restraint sizes and locations per specifications.
- 2. Provide and install isolation systems and seismic restraints as scheduled or specified.
- 3. Guarantee specified isolation system deflection.
- 4. Provide installation instructions, drawings and field supervision to assure proper installation and performance.
- 5. Substitution of "Internally Isolated" mechanical equipment in lieu of the specified isolation of this section may be acceptable provided that all specified deflections and stamped seismic calculations are supplied by the equipment manufacturer.

1.7 PROJECT RECORD DOCUMENTS:

- A. Submit under provisions of Section 200050.
- B. Record actual locations and installation of vibration isolators and seismic restraints including attachment points.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Mason Industries Inc. models listed below.
- B. Other approved manufacturers providing equivalent products include:
 - 1. Vibration Eliminator Co.
 - 2. Amber/Booth Co.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

2.2 SEISMIC RESTRAINT TYPES:

- A. General: Installations shall be designed to safely accept external forces of one-half “G” load in any direction for all rigidly supported equipment without failure and permanent displacement of the equipment. Life safety equipment such as (fire pumps, sprinkler piping and emergency generators) shall be capable of safely accepting external forces up to one “G” load in any direction without permanent displacement of the supported equipment. Seismic restraints shall not short circuit vibration isolation systems or transmit objectionable vibration or noise.
- B. Type I (spring mount): Shall comply with general characteristics of spring isolators having a minimum o.d. to o.h. of .8 to 1 and minimum runout of 50% to solid. Shall incorporate snubbing restraint in all directions. Shall be capable of supporting equipment at a fixed elevation during equipment erection. Cast housings shall be ductile iron or aluminum. System to be field bolted or welded to deck with 1 G acceleration capability. Mason Type SSLFH or as approved.
- C. Type II (snubber): Each corner of side shall incorporate a seismic restraint having a minimum 5/8” thick resilient pad limit stops working in all directions. Restraints shall be made of plate, structural members, or square metal tubing concentric within a welded assembly incorporated resilient pads. Angle bumpers are not acceptable. System to be field bolted or welded to a deck with 1 G acceleration capability. Mason Type Z-1011 and Z-1225.
- D. Type III (cable braces): Metal cable type with approved end fastening devices to equipment and structure.

System to be field bolted to deck or overhead structural members using two sided beam clamps to steel or appropriately designed insert for concrete. All parts of system including cables, clamps, excluding fastenings are to be single vendor furnished to assure seismic compliance. Mason Type SCB.
- E. Type IV (neoprene mount): Double deflection neoprene isolator encased in ductile iron or steel casing minimum .30 static deflection. System to be field bolted or welded to deck with 1 G acceleration capacity. Mason Type BR, RBA.
- F. Type V: Non-isolated equipment to be field bolted or welded (powder shots not acceptable) to resist seismic forces unless under 100 lb. Shear force required. Mason Type SAS, SAB.

2.3 VIBRATION ISOLATION – GENERAL:

- A. Vibration Isolation shall control excessive noise and vibration in the building due to the operation of machinery or equipment, and/or due to interconnected piping, ductwork, or conduit. (The installation of all vibration isolation units, and associated hangers and bases, shall be under the direct supervision of the vibration isolation manufacturer’s representative.)
- B. All vibration isolators shall have either known non-deflected heights or calibration markings so that, after adjustment, when carrying their load, the deflection can be verified.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- C. All isolators shall operate in the linear portion of their load versus deflection curve. Load versus deflection curves shall be furnished by the manufacturer and must be linear over a deflection range of not less than 50% above the design deflection.
- D. The theoretical vertical natural frequency for each support point, bases upon load per isolator and isolator stiffness, shall not differ from the design objectives for the equipment as a whole by more than +/- 10%.
- E. All neoprene mountings shall have a Shore hardness of 30 to 60 +/- 5, after minimum aging of 20 days or corresponding oven aging.

2.4 VIBRATION ISOLATOR TYPES:

A. Type A: Spring isolators:

- 1. Minimum diameter of 0.8 of the loaded operating height.
- 2. Corrosion resistance where exposed to corrosive environment with:
 - a. Springs cadmium plated or electro-galvanized.
 - b. Hardware cadmium plated.
 - c. All other metal parts hot-dip galvanized.
- 3. Reserve deflection (from loaded to solid height) of 50% of rated deflection.
- 4. Minimum ¼" thick neoprene acoustical base pad on underside, unless designated otherwise.
- 5. Designed and installed so that ends of springs remain parallel and all springs installed with adjustment bolts.
- 6. Non-resonant with equipment forcing frequencies or support structure natural frequencies.
- 7. Mason Type SLF.
- 8. When used in conjunction with seismic bracing, seismic restraint Type II shall be installed.

B. Type B: Spring isolators shall be same as Type A, except:

- 1. Provide built-in vertical limit stops with minimum ¼" clearance under normal operation.
- 2. Tapped holes in top plate for bolting to equipment when subject to wind load.
- 3. Capable of supporting equipment at a fixed elevation during equipment erection. Installed and operating heights shall be identical.
- 4. Adjustable and removable spring pack with separate neoprene pad isolation.
- 5. Capable of accepting 1 G of acceleration.
- 6. Mason Type SLR.

C. Type C: Spring hanger rod isolators:

- 1. Spring element seated on a steel washer within a neoprene cup incorporating a rod isolation bushing.
- 2. Steel retainer box encasing the spring and neoprene cut.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

3. When used in conjunction with seismic bracing, seismic restraint Type III shall be installed.
 4. Mason Type HS.
- D. Type D: Seismic Restraint, Type IV: Double deflection neoprene isolator encased in ductile iron or steel casing minimum .30 static deflection. System to be field bolted or welded to deck with 1 G acceleration capacity. Mason Type BR, RBA.
- E. Type E: Elastomer hanger rod isolators:
1. Molded unit type neoprene element with projecting bushing lining rod clearance hole.
 2. Neoprene element to be minimum 1-3/4" thick.
 3. Steel retainer box encasing neoprene mounting.
 4. Clearance between mounting hanger rod and neoprene bushing shall be minimum of 1/8".
 5. Minimum static deflection of 0.35".
 6. When used in conjunction with seismic bracing, seismic restraint Type III shall be installed.
 7. Mason Type HD.
- F. Type F: Combination spring/elastomer hanger rod isolators:
1. Spring and neoprene isolator elements in a steel box retainer. Neoprene double deflection type. Single deflection is unacceptable. Spring seated in a neoprene cup with extended rod bushing.
 2. Characteristics of spring and neoprene as described in Type A and Type E isolators.
 3. When used in conjunction with seismic bracing, seismic restraint Type III shall be installed.
 4. Mason Type DNHS.
- G. Type G: Pad type elastomer mountings:
1. 3/4" Minimum thickness.
 2. 50 PSI maximum loading.
 3. Waffled design.
 4. Deflection per pad thickness.
 5. Galvanized steel plate between multiple layers or pad thickness.
 6. Suitable bearing plate to distribute load.
 7. Mason Type Super W.
- H. Type H: Grommet type elastomer bushings:
1. One piece molded bridge bearing neoprene.
 2. Washer / bushing shall surround the anchor bolt.
 3. Flat washer face to avoid metal to metal contact.
 4. Mason Type HG.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- I. Type K: Pipe Anchors: All-directional acoustical pipe anchor consisting of a telescopic arrangement of two sizes of steel tubing separated by a minimum one-half inch thickness of heavy-duty neoprene and duck or neoprene isolation material. Vertical restraints shall be provided by similar material arranged to prevent vertical travel in either direction. Allowable loads on the isolation material travel in either direction. Allowable loads on the isolation material shall not exceed 500 psi and the design shall be balanced for equal resistance in any direction. Isolation to be bolted or welded depending on structure. Mason Type ADA.

2.5 EQUIPMENT BASES:

A. Integral Structural Steel Base, Type B-1:

1. Reinforced as required to prevent base flexure at start-up and misalignment of drive and driven units. Centrifugal fan bases complete with motor slide rails.
2. Drills for drive and driven unit mounting template.
3. Must be utilized with seismic restraint Type I, II, or IV.
4. Mason Type M, WFB.

B. Concrete Inertia Base, Type B-2:

1. Vibration isolator manufacturer shall furnish rectangular structural concrete forms for floating foundation. Bases for split case pumps shall be large enough to provide support for suction and discharge base ells. The base depth shall be a minimum of 1/10 of the longest span but not less than 6" or greater than 14". Forms shall include minimum concrete reinforcement consisting of 1/2" bars or angles in place in 6" centers running ways and a layer 1 1/2" above the bottom and a top layer of reinforcing steel as above for all bases exceeding 120" in one direction. Isolators shall be set into pocket housings which are an integral part of the base construction and set at the proper height to maintain a 1" clearance below the base. Bases shall be furnished with templates and anchor bolt sleeves as part of this system.
2. Must be utilized with seismic restraint Type I, II or IV.
3. Mason Type K, BMK.

2.6 FLEXIBLE CONNECTORS:

A. Elastomer Type FC-1:

1. Manufactured of Kevlar reinforcement and EPDM, both molded and cured with hydraulic presses.
2. Straight connectors to have two spheres reinforced with a molded-in external ductile iron ring between spheres.
3. Elbows shall be long radius type.
4. Rated 250 psi at 170 degrees F. Dropping in a straight line to 170 psi at 250 degrees F for sizes 1-1/2" to 12" elbows. Elbows shall be rated no less than 90% of straight connections.
5. Sizes 10" to 12" to employ control cables with neoprene end fittings isolation from anchor plates by means of 1/2" bridge bearing neoprene bushings.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

6. Minimum safety factor, 4:1 at maximum pressure ratings.
7. Systems bolted to victaulic type couplings or gate, butterfly, or check valves to have a minimum 5/8" flange spacer installed between conductor and coupling on flange.
8. Submittals to include test reports.
9. Mason Type Safeflex SFDEJ.

B. Flexible Stainless Hose, Type FC-2:

1. Type 321 stainless steel braided flexible metal hose.
2. 2" pipe size and smaller: threaded carbon steel fittings.
3. 1 1/2" pipe size and larger: Class 150 carbon steel flanges.
4. Suitable for operating pressure with 4:1 minimum safety factor.
5. Flexible Metal Hose Company type DFC and MFC.

C. Unbraided Exhaust Hose, Type FC-3:

1. Low pressure stainless steel annularly corrugated.
2. Fitted with flanged ends.
3. Maximum temperature 1,500 degrees F.
4. Mason Type SDL-RF.

PART 3 - EXECUTION

3.1 GENERAL SEISMIC RESTRAINT REQUIREMENTS:

- A. Install seismic restraints in accordance with manufacturers recommendations.
- B. Seismic restraining system Type III: Install taut for non-isolated equipment and slack with 1/2" cable deflection for isolated systems.
- C. Seismically restrain all piping, conduit and ductwork with Type III or Type V seismic restraint in accordance with guidelines outlined below. Restraints which are to be used in conjunction with vibration isolators shall be Type III.
 1. Carbon steel piping shall be braced at maximum 40' intervals and at turns of more than 4'. Lateral bracing at maximum 80' intervals. No-hub piping to be braced at maximum 20' intervals or maximum 40' using 1/2 G acceleration rated couplings.
 2. Ductwork shall be braced at maximum 30' and at every turn and duct run end. Lateral bracing at maximum 60'.
- D. Equipment mounted on housekeeping pads: Pads shall be properly doweled or expansion shielded to deck to meet acceleration criteria. Mason Type HPA.
- E. Seismic Restraints are not required for the following:
 1. Piping in mechanical rooms or penthouses less than 1-1/4" O.D, except fire protection and gas piping.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

2. Piping in other areas less than 2-1/2" O.D. except fire protection and gas piping.
3. Ducts which have a cross sectional area less than 6 square feet.
4. All piping suspended by individual hanger 12" or less in length from the top of the pipe to the bottom of the support for the hanger, except fire protection piping.
5. Fire protection feed mains and cross mains suspended by individual hangers 6" or less in length from the top of the pipe to the bottom of the support for the hanger.
6. All top supported ducts suspended by hangers 12" or less in length from the top of the duct to the bottom of the support for the hanger.
7. Electrical conduit less than 1-1/2" I.D.

F. For overhead supported equipment, over stress of the building structure must not occur. Bracing can occur from:

1. Flanges to structural beams.
2. Upper or lower truss chords in bar joist construction at panel points.
3. Cast-in-place inserts or drilled and shielded inserts in concrete structures.

G. Building seismic and/or expansion joints: Install hinged joints at piping crossing expansion joints or fire walls and anchor the piping either side per the detail provided on the contract drawings. Anchors on each end are to be capable of accepting 1.5 times the operating pressure multiplied by the projected area of the pipe. Contractor shall refer to Contract Documents for fire wall and seismic/expansion joint location.

1. Offset shall be accomplished by the annular motion of a double sphere connector (TYPE FC-1) bolted to each end of an intermediate steel pipe. Bracket each joint with hinged steel connections. Hinge shall have a pin / slot assembly on both sides. The completed assembly shall be Mason Type Safeflex SFDEJ-HE.

3.2 GENERAL VIBRATION ISOLATION REQUIREMENTS:

- A. Install isolators in accordance with manufacturer's recommendations. Vibration isolators shall not cause any change of position resulting in stresses or misalignment.
- B. Mechanical equipment shall be isolated from the building structure by means of noise and vibration isolators.
- C. Each fan and motor assembly shall be supported on a single structural steel frame (where noted on the isolation and seismic schedule). Flexible duct connections shall be provided at inlet and discharge ducts.
- D. Provide pairs of horizontal limit springs (Thrust restraints) on fans with more than 6.0 inch static pressure, and on hanger supported, horizontally mounted axial fans where indicated
- E. Provide resiliently mounted equipment, piping, and ductwork with seismic snubbers. Each inertia base shall have minimum of four seismic snubbers located close to isolators.

Snub equipment designated for post disaster use to 0.05 inch (1.5 mm) maximum clearance. Other snubbers shall have clearance between 0.15 inch (4 mm) and 0.25 inch (7mm).]

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- F. Ductwork connected to rotating equipment shall be supported with Type C or Type F isolators for the first three support points.
- G. Installation of piping vibration isolators:
 - 1. All piping, except fire protection standpipe systems, is included under this section.
 - 2. Vibration isolators shall be installed on all piping outside the shafts as follows:
 - a. Piping in mechanical rooms.
 - b. Piping where exposed on roof.
 - c. Piping connected to rotating equipment and pressure reducing stations.
 - 3. Horizontal suspended pipe 2” and smaller and all steam piping shall be suspended by Type E isolator with a minimum 3/8” deflection. Water pipe larger than 2” shall be supported by Type C or Type F isolator with minimum 1” whichever is greater.
 - 4. Horizontal pipe floor supported at slab shall be supported via Type A with a minimum static deflection of 1” or same deflection as isolated equipment to which pipe connects, whichever is greater.
 - 5. Vertical riser pipe supports under 2” diameter shall utilize Type G isolation pads.
 - 6. Vertical riser guides, if required, shall avoid direct contact of piping with building.
 - 7. Pipe anchors or guides, where required, shall utilize resilient pipe anchors, Mason Industries Type ADA, or equivalent, to avoid direct contact of piping with building.
 - 8. Isolated piping which requires sway bracing shall utilize two neoprene elements, Type G to accommodate tension and compression forces.
 - 9. Pipe extension and alignment connectors: Provide connectors at riser takeoffs, cooling and heating coils, and elsewhere as required, to accommodate thermal expansion and misalignment.

H. Pipe Isolation Schedule

PIPE SIZE - INCH (MM)	ISOLATED DISTANCE FROM EQUIPMENT
1 (25)	120 diameters (3.0m)
2 (50)	90 diameters (4.5m)
3 (80)	80 diameters (6.0m)
4 (100)	75 diameters (7.5m)
6 (150)	60 diameters (9.0m)
8 (200)	60 diameters (12.0m)
10 (250)	54 diameters (13.5m)
12 (300)	50 diameters (15.0m)
16 (400)	45 diameters (18.0m)
24 (600)	38 diameters (23.0m)

3.3 EQUIPMENT INSTALLATION:

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

A. Requirements for installation on concrete inertia bases shall be as follows:

1. Minimum operating clearance between concrete inertia and base and housekeeping pad or floor shall be 1”.
2. The equipment structural steel or concrete inertia base shall be placed in position and supported temporarily by blocks or shims, as appropriate, prior to the installation of the machine or isolators.
3. The isolators shall be installed without raising the machine and frame assembly.
4. After the entire installation is complete and under full operational load, the isolators shall be adjusted so that the load is transferred from the blocks to the isolators. When all isolators are properly adjusted, the blocks or shims shall be barely free and shall be removed.
5. Install equipment with flexibility in wiring connection.
6. Verify that all installed isolator and mounting systems permit equipment motion in all directions. Adjust or provide additional resilient restraints to flexibly limit start-up equipment lateral motion to ¼”.
7. Prior to start-up, clean out all foreign matter between bases and equipment. Verify that there are no isolation short circuits in the base, isolators, or seismic restraints.

3.4 INSPECTION:

- A. Upon completion of the installation of all vibration isolation and seismic restraints, the manufacturer’s local representative shall visit the project job site, visibly inspect all installations and report, in writing, any and all deficiencies from the specifications. Any additional corrective measures required to put the system in total compliance shall be the responsibility of the installing contractor.

END OF SECTION 23 05 48

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

SECTION 23 07 00 - HVAC INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General Provisions of the Contract, including General and Supplementary Conditions and Division 01, General requirements, apply to the work specified in this Section.
- B. The General Requirements in Section 200050 shall also govern the work under this Section.
- C. Scope of Work: This Section contains details for the insulation of pipe and equipment installed under Division 23.

1.2 SUBMITTALS:

- A. In accordance with Section 200050, the following items shall be submitted for approval.
Refrigerant and Condensate pipe insulation

1.3 MECHANICAL SYSTEMS INSULATION:

- A. Furnish and install all thermal and protective insulation as specified herein for piping and equipment as shown on the drawings.
- B. The following mechanical items shall be insulated:
Refrigerant piping (liquid and suction).
Condensate piping

1.4 SYSTEM PERFORMANCE

- A. Insulation materials furnished and installed hereunder should meet the minimum thickness requirements of ASHRAE 90.1 (2010), "Energy Efficient Design of New Buildings," of the American Society of Heating, Refrigeration, and Air Conditioning Engineers. However, if other factors such as condensation control or personnel protection are to be considered, the selection of the thickness of insulation should satisfy the controlling factor.

- B. Insulation materials furnished and installed hereunder shall comply with NFPA 255 and shall have a maximum flame spread index of 25 and a maximum smoke developed index of 50 when tested in accordance with the following testing standard:

Underwriters' Laboratories, Inc. UL 723

Adhesives used for applying the sealed jackets shall also conform to these same ratings. The use of wheat paste or any other material not meeting these requirements will not be allowed.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

1.5 QUALITY ASSURANCE

- A. Insulation materials and accessories furnished and installed hereunder shall, where required, be accompanied by manufacturers' current submittal or data sheets showing compliance with applicable specifications.
- B. Insulation materials and accessories shall be installed in a workmanlike manner by skilled and experienced workers who are regularly engaged in commercial insulation work.
- C. All covering and insulating materials shall be manufactured by Johns Manville, Owens-Corning, Knauf, or Armstrong.

1.6 SEAMS:

- A. On exposed insulation, all longitudinal seams shall be kept at the top and back of the pipe and circumferential joints shall be kept to a minimum. Raw end of insulation shall be concealed by neatly folding the ends of the jackets. Fittings, valve bodies and flanges shall be furnished with the same jacket materials used on adjoining insulation.

1.7 PRIOR TESTING:

- A. Covering shall not be applied until all parts of the work have been tested by the Contractor and reviewed by the Engineer.

1.8 VAPOR BARRIER:

- A. Vapor barrier shall be applied in accordance with the manufacturer's instructions to maintain the integrity of the vapor barrier on cold systems.
- B. An approved vapor retarder mastic compatible with PVC must be applied between pipe insulation and fitting cover, and on fitting cover and throat overlap seam.
- C. For fittings where operating temperature is below 45 deg. For where pipe insulation thickness is greater than 1 ½", two or more layers of Hi-Lo temp insulation inserts shall be installed beneath fitting cover.

1.9 METAL SHIELDS:

- A. Metal shields, 16 gauge galvanized, shall be applied between hangers or supports and the pipe insulation. Shields shall be roll formed to fit the insulation and shall extend up to the center line of the pipe and the length specified for the insert. Insulation shall be rigid type for length of shield to prevent crushing.

1.10 DELIVERY AND STORAGE OF MATERIALS

- A. All of the insulation materials and accessories covered by this specification shall be delivered to the job site and stored in a safe, dry place with appropriate labels and/or other product identification.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- B. The contractor shall use whatever means are necessary to protect the insulation materials and accessories (wick material, sealing tape, etc) before, during, and after installation. No insulation material shall be installed that has become damaged in any way. The contractor shall also use all means necessary to protect work and materials installed by other trades.

PART 2 - PRODUCTS

2.1 PIPING:

- A. Insulate all new condensate lines with Owens-Corning Fiberglass ASJ with S.S.L. II, pipe insulation with double self-sealing lap having a factory applied jacket. Vapor seal all joints, seams, elbows and fittings. All horizontal and vertical insulated piping located below 8'-0" AFF level and not protected with enclosures shall be protected with Zeston 2000 P.V.C. 30 Mil jacketing. All outdoor, exposed piping shall be protected with aluminum jacket.
- B. For all insulated pipes, including refrigerant piping, exposed to weather apply a 16 mil embossed aluminum jacket with 2" overlap at longitudinal and circumferential joints. Secure in place with 3/4" x .015" aluminum band 18" on centers. All seams shall be sealed weather tight.
- D. Foam insulation:
 - 1. Piping and Fittings. MicroLok plain pipe insulation shall be wired or taped in place over clean, dry pipe with all joints butted firmly together. Vapor retarder shall be Micro-Lok AP-T plus.
 - 2. The insulation shall be finished with metal jacketing with a laminated moisture retarder. Metal jacketing shall be overlapped 2 to 3 inches (51 to 76 mm) and held in place with sheet metal screws or metal bands.
 - 3. Elbows and tees shall be finished with matching metal fitting covers. Other fittings in metal-jacketed systems shall be finished with conventional weather-resistant insulating materials with painted aluminum finish.
- E. Insulate all refrigerant lines with Armacell foam insulation with vinyl protective coating. Acceptable substitutions are by Imcolock or Aeroflex.
- F. Provide minimum insulation thickness in accordance with the following table.

Minimum Pipe Insulation

Piping System Types	Conductivity	Mean Rating temp	Fluid Temp. Range	Runout 2 in +	1 in. and less	1-1/4 to 1 1/2	2 to 4 in.	5 and Larger
	BTUin/hsqftF	F	F	in.	in.	in.	in.	in.
Heating Systems								
Low Temp	.25-.29	125	120-200	0.5	1.0	1.0	2	2
Cooling Systems								

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

Chilled Water or Refrigerant	.22-.28 .22-.28	100 100	40-60 Below 40	.75 1.0	1.0 1.0	1.0 1.5	1.5 1.5	1.5 1.5
------------------------------	--------------------	------------	-------------------	------------	------------	------------	------------	------------

Reinsulate duct and pipes where insulation has been disturbed under this contract and feather to remaining insulation.

2.2 REFRIGERANT INSULATION

- A. Insulation shall be a flexible, closed-cell elastomeric pipe insulation: AP Armaflex, AC Accoflex. Adhesive shall be Armaflex 520, 520 Black or 520 BLV Adhesive. The insulation must conform to ASTM C534 Grade 1, Type I.
Insulation materials shall have a closed cell structure to prevent moisture from wicking which makes it an efficient insulation.
Insulation materials shall be manufactured without the use of CFC's, HFC's or HCFC's. It is also formaldehyde free, low VOCs, fiber free, dust free and resists mold and mildew. Insulation materials shall have a flame-spread index of less than 25 and a smoke-developed index of less than 50 as tested in accordance with ASTM E 84. In addition, the products, when tested, shall not melt or drip flaming particles, and the flame shall not be progressive.
Insulation materials shall have a maximum thermal conductivity of 0.27 Btu-in./h-ft²-°F at a 75°F mean temperature as tested in accordance with ASTM C 177 or ASTM C 518.
Insulation materials shall have a maximum water vapor transmission of 0.08 perm-inches when tested in accordance with ASTM E 96, Procedure A.

- B. All liquid and suction lines shall be insulated continuously from a point 6" inside the display case to the suction service valve at the compressor.
All low temperature lines (+10°F and below) shall be insulated with a minimum of 1" wall thickness.
All medium and high temperature lines (above +10°F) shall be insulated with a minimum of 3/4" wall thickness.
Heat reclaim lines shall be insulated from the condensing unit to the heat reclaim units with 3/4" thickness.
All refrigerant copper lines must be free of extraneous chemicals such as corrosive cleaners or building materials' dust prior to the installation of the insulation. The insulation must be clean and dry prior to installation.
Refrigerant pipe shall be sealed while slipping on insulation to prevent foreign matter from entering the tube.

- C. Insulation is to be slid onto pipe; longitudinal slitting of the insulation is not allowed except on mitered sections. Insulation shall be pushed onto pipe, not pulled.
Insulation shall be mitered, preadhered and longitudinally slit inside throat to fit over all P- traps, tees and elbows or bends over 90°.
All butt joints and mitered seams shall be adhered with full coverage of adhesive on both surfaces. Insulation shall not be stretched when adhering.

- D. Insulation must be installed in an adequately ventilated area. It may be necessary to increase insulation thickness if adequate ventilation is not present, Do not crowd the insulation, allow for adequate air movement.
At the beginning, at every 12 to 18 feet, and at the ends of piping runs, the insulation shall be adhered directly to the copper using a 2" strip of adhesive. Insulation should not be adhered to the pipe at the extreme low points in any piping run.
Saddles shall be installed under all insulated lines at unistrut clamps, clevis hangers, or locations where insulation may be compressed.

- E. Armafix IPH or NPH insulation pipe hangers can be installed at the compression locations and the seams shall be sealed with Armaflex 520, 520 Black or 520 BLV contact adhesive.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

sive. To minimize the movement of Armafix, it is recommended that a pair of non-skid pads be adhered to the clamps. In addition, to prevent loosening of the clamps, use of an anti-vibratory fastener, such as a nylon-locking nut, is also recommended.

Wood dowels or blocks, of a thickness equal to the insulation, can be inserted and must be completely sealed into the insulation at the saddle locations. All seams shall be sealed with Armaflex 520, 520 Black or 520 BLV contact adhesive.

Hangers clamped directly to the pipe shall be insulated over the hanger; insulation shall be fully adhered to the hanger. In addition, hangers with double rods shall be insulated between the rods. All seams of the insulation shall be sealed with adhesive.

All insulation exposed to sunlight or installed outdoors shall be protected with two coats of WB Armaflex Finish or weather resistant coating and aluminum jacket.

2.3 FITTING COVERS:

- A. Fitting covers may be used in lieu of insulating cement and jacket. Provide fitting covers in Zeston - 2000 P.V.C. (20 Mil thickness) by Manville.
- B. General - The matching insert (fiberglass) should either be wrapped completely around the fitting or snugly positioned inside the fitting for proper fit. The insert shall cover the full inner surface area of the fitting cover. The fitting cover is then to be applied over the fitting and insert, and the throat secured by either tack fastening, taping, or banding.
- C. Cold Pipe - Fitting systems below ambient temperature must have a continuous vapor barrier, either with pressure sensitive PVC Tape, or an approved adhesive system. When PVC Tape is used, a 2" downward lap is required. On cold lines in severe ambient temperatures, the fiberglass insert shall be the same thickness as the adjacent pipe insulation. All joints shall then be sealed with PVC Tape.

PART 3 – EXECUTION

3.1 SITE INSPECTION

- A. Before starting work under this section, carefully inspect the site and installed work of other trades and verify that such work is complete to the point where installation of materials and accessories under this section can begin.
- B. Verify that all materials and accessories can be installed in accordance with project drawings and specifications and material manufacturer's recommendations.
- C. Verify, by inspecting product labeling, submittal data, and/or certifications which may accompany the shipments, that all materials and accessories to be installed on the project comply with applicable specifications and standards and meet specified thermal and physical properties.

3.2 PREPARATION

- A. Ensure that insulation is clean, dry, and in good mechanical condition and that all factory-applied facings are intact and undamaged. Wet, dirty, or damaged insulation is not acceptable for installation.
- B. Ensure that pressure testing of piping and fittings has been completed prior to installing insulation.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

3.3 INSTALLATION

A. General

1. Install all insulation materials and accessories in accordance with manufacturer's published instructions and recognized industry practices to ensure that it will serve its intended purpose.
2. Install insulation on piping subsequent to painting, and acceptance tests.
3. Install insulation materials with smooth and even surfaces. Insulate each continuous run of piping with full-length units of insulation, with single cut piece to complete run. Do not use cut pieces or scraps abutting each other. Butt insulation joints firmly to ensure complete, tight fit over all piping surfaces.

B. Fittings

1. Wrap valves, fittings, and similar items in each piping system with wicking material to ensure a continuous path (100% coverage) for the removal of condensation.
2. Seal all fitting joints with contractor supplied VaporWick Sealing Tape or approved vapor retarder mastic compound.

C. Penetrations

Extend piping and duct insulation without interruption through walls, floors and similar piping or duct penetrations.

3.4 FIELD QUALITY ASSURANCE

- A. Upon completion of all insulation work covered by this specification, visually inspect the work and verify that it has been correctly installed. This may be done while work is in progress, to assure compliance with requirements herein to cover and protect insulation materials during installation.
- B. Replace any ceiling damage caused by condensation due to improper covering and sealing during the guarantee period of this job.

3.5 PROTECTION

- A. Replace damaged, removed or disturbed insulation with appropriate fiberglass insulation.
- B. The insulation contractor shall advise the general and/or the mechanical contractor as to requirements for protection of the insulation work during the remainder of the construction period, to avoid damage and deterioration of the finished insulation work.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

3.6 SAFETY PRECAUTIONS

- A. Insulation contractor's employees shall be properly protected during installation of all insulation. Protection shall include proper attire when handling and applying insulation materials, and shall include (but not be limited to) disposable dust respirators, gloves, hard hats, and eye protection.
- B. The insulation contractor shall conduct all job site operations in compliance with applicable provisions of the Occupational Safety and Health Act, as well as with all state and/or local safety and health codes and regulations that may apply to the work.

END OF SECTION 23 07 00

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

SECTION 23 21 13- PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.
- B. The General Requirements in Section 200050 shall also govern the work under this Section.
- C. Examine all drawings and data and coordinate the work of this Section with all related and adjoining work.

1.2 SCOPE OF WORK:

- A. This Contract includes all labor, material, equipment, tests and appliances required to furnish and install all HVAC as shown on drawings, implied and herein specified.
- B. The present location of the building will be as shown on drawings. Visit the site and examine the Architectural and other Mechanical trades showing all details of construction before submitting proposal.
- C. Connect all equipment with piping and controls and leave ready to operate. Check all Mechanical and Electrical drawings and coordinate all work accordingly.
- D. Provide seismic restraints, vibration isolators and flexible connections in accordance with Section 230548. Provide flexible connections at all locations where pipes cross building seismic or expansion joints. Verify in the field.
- E. Drawings are diagrammatic and indicate the general arrangement of piping and do not show all minor details and fittings. Such items shall be included, as well as reasonable modification, in the layout as directed to prevent conflict with other trades.

1.3 SUBMITTALS:

- A. In accordance with Section 200050, the following items shall be submitted for review.

Pipe and fittings

1.4 ACCESS DOORS AND PANELS:

- A. Furnish and set access doors and frame for all valves and controls which are concealed in furred spaces. All access doors shall be furnished in Milcor, of flush type with frame and all doors shall be hinged with flush catches. Provide non-ferrous in all wet areas. Access doors shall be fire rated consistent with wall or ceiling in which they are installed.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- B. Where access is required to valves, etc., that occur above lay-in ceilings, these access doors can be omitted, provided suitable plastic markers identifying exact location of valves etc., on lay-in ceilings are applied directly below valve grouping and identified by a number, this number to be used as a marking on valve chart. Markers shall be applied to the ceiling grid, not the ceiling tile.

PART 2 -PRODUCTS

2.1 PIPE AND FITTINGS:

- A. Copper Tubing:
 - 1. Type "L", ASTM Specifications B88, shall be used for water lines.
 - 2. Fittings shall be wrought copper or cast brass solder- joint pressure rated type.
 - 3. Type "K" shall be used for underground piping with flared fittings.

2.2 PIPE HANGERS:

- A. Securely hang and anchor pipe as shown and required with proper provision for expansion, contraction and elimination of undue stress and strain on piping.
- B. Provide a pipe hanger within two (2) feet of each elbow, tee, wye, valve, strainer and similar device.
- C. Secure and support runs at base and at sufficiently close intervals to hold pipe at alignment and to carry safely the weight of piping and contents without undue stress thereon.
- D. Except as indicated to the contrary, secure and support all horizontal piping as follows and required to prevent sagging, undue pipe movement and preserve proper alignment in each run.

<u>Piping</u>	<u>Sizes</u>	<u>Maximum Interval</u>
Copper Tubing	1 1/4" & smaller	Five (5) feet
Copper Tubing	1 1/2" & larger	Eight (8) feet

- E. Hangers up to and including 2" shall be the adjustable band type equal to Empire. Figure 310 for iron pipe and Fig. 310CT for copper tubing.
- F. Hangers for piping 2-1/2" and up shall be the clevis type, equal to Empire. Figure 11 for iron pipe and Figure 110CT for copper tubing.
- G. Hangers shall be suspended from one of the following devices:
 - 1. "C" clamps.
 - 2. Trapeze hanger assemblies consisting of back-to-back horizontal steel channels with end-type rod hangers.
 - 3. Expansion shield embedded into concrete or masonry.
- H. On refrigerant systems, provide over-sized hangers.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- I. Refer to Section 230548 for Seismic Restraints.

2.3 FLOOR AND CEILING PLATES:

- A. Furnish and install satin chrome plated pressed metal floor and ceiling plates on all exposed pipes passing through floors, walls, ceilings, and partitions throughout.

2.4 REAMING OF PIPES:

- A. All pipes to be carefully reamed after cutting and threading.

2.5 PIPE ANCHORS:

- A. Furnish and install all steel clamps around mains not less than 1/4" thick and welded to pipe and necessary angle braces to substantial construction to meet job conditions. Anchored mains shall be properly guided.
- B. Vertical risers, if any, shall be anchored by similar clamps secured to floor, concealed in wall construction.

2.6 HANGERS AND SLEEVES:

- A. All horizontal piping shall be supported in a good, firm and substantial manner. No chains, horizontal pieces of pipe or hangers formed by means of perforated steel bands, pipe rings and hooks will be permitted. Provide cast iron ceiling plates for all hangers in finished basement ceilings. All hangers shall be oversized
- B. Furnish and place "Hole-Outs" plastic preformed knockout sleeves for all pipes passing through concrete or tile floors or partitions. All pipes passing through toilet room and mechanical room floors shall be provided with grouted, split Schedule 80 steel pipe sleeves, packed with hair felt and Portland cement to allow for flushing of floors without leakage. All pipes and conduits passing through floors, walls or partitions shall be provided with sleeves sized to give a minimum of 1/2" clearance between sleeve and the outside diameter of the pipe, conduit or insulation, enclosing the pipe or conduit.
- C. Sleeves through concrete floors or interior masonry walls shall be Schedule 40 steel pipe, set flush with finished wall or ceiling surfaces, but extending 2 inches above finished floors or shall be in accordance with details on drawings. In all mechanical equipment rooms or penthouses, sleeves shall extend 6 inches above finished floor.
- D. All outside piping passing through exterior walls, foundation walls and floors shall be furnished with flanged C.I. wall sleeves in Zurn, J.R. Smith or Josam. Furnish with flashing clamp where sleeve passes through waterproof membrane.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

2.7 REFRIGERANT PIPING:

- A. All refrigerant piping shall be installed in compliance with all state and local code requirements.
- B. Contractor shall field verify piping length and layout with the equipment manufacturer prior to start of any work. Contractor shall submit a shop drawing showing refrigeration pipe layout, lengths and pipe sizes prior to start of installing any refrigeration piping.
- C. Refrigerant piping shall be copper tube ASTM B 280, Type ACR, hard-drawn straight lengths or soft-annealed coil, seamless copper tubing. Tubing shall be factory cleaned, ready for use and installation, and have ends capped to protect cleanliness of pipe interior.
- D. Fittings shall be Wrought-Copper fittings ANSI B16.22, streamline pattern.
- E. Tubing shall be joined using brazing filler material such as phoscopper or silver alloy. Comply with the procedures contained in the AWS "Brazing Manual". Contractor shall take all appropriate precautions when conducting brazing work to protect the building and people from fumes, fire and smoke. Fill pipe with inert gas such as dry nitrogen to prevent formation of scale while brazing.
- F. Contractor shall coordinate and provide all refrigeration piping specialties as required by the refrigeration equipment manufacturer to ensure a complete and functioning refrigeration system. Refrigeration specialties shall be UL approved, listed and shall conform to ASI 760.
- G. Install refrigerant piping in accordance with ASHRAE standard 15. Install piping in as short and direct manner as possible to minimize pressure drop and refrigerant volume. Install using the fewest number of joints and fittings as possible.
- H. Arrange piping to allow for inspection, leak testing, and servicing of the fittings and adjacent equipment. Allow for adequate service clearances of piping and equipment.
- I. Provide insulation for refrigeration piping and condensate drain piping as recommended by the equipment manufacturer. If the manufacturer does not have any insulating requirements or recommendations then the contractor shall at minimum insulate the suction line from the evaporator to the condensing unit (compressor inlet) and the condensate drain line.

Do not install insulation until all refrigerant piping has been tested and proven to be free from leaks. Insulation shall be UV resistant and shall comply with NFPA requirements for fire and smoke developed rating for foam and insulating materials.

- J. All penetrations shall be sleeved and shall be sealed. Provide weather tight seal for exterior pipe penetrations and firestopping for interior penetrations. Materials shall be of an approved type for the application.
- K. If necessary to remove refrigerant from the system the contractor is expected to adhere to all regulations and procedures governing reclaiming of the refrigerant. Under no circumstances may refrigerant be purged or released to the atmosphere.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- L. The contractor shall test all refrigerant piping and completely evacuate the refrigerant system using a vacuum pump. Contractor shall create a vacuum within the system corresponding to a temperature of 35 deg F on a vacuum dehydration indicator. Contractor shall valve off pump and inspect that system vacuum is maintained for a minimum of five (5) hours. Contractor shall then break vacuum using the approved refrigerant for the equipment connected to the piping system. Allow pressure to build gradually to a minimum holding charge pressure of 5 psi.
- M. Contractor shall measure and fill the refrigerant system with the type and quantity of refrigerant specified by the refrigeration equipment manufacturer. Contractor shall also take pipe volume and other additional line volume into account when charging the system. Contractor shall verify that sufficient operating charge is provided and leave system in full operating order.

PART 3 -EXECUTION

3.1 INSTALLATION:

- A. Furnish and install the refrigerant and condensate piping as shown on plans.
- B. Check electrical drawings to make sure that this piping will not conflict with such work.
- C. All piping work shall be installed with proper provision to allow for expansion and contraction of lines so as to prevent any undue strains on pipe and fittings, any trapping of lines or lifting or dislocating of any appliances. Rectify without cost to the Owner any expenses of cutting and repairing of the building structure incident to making such alterations.
- D. Install the work to conform to space conditions and the work of other trades. The drawings indicate generally the runs and sizes of piping and, although the size must not be decreased, nor the drawings deviated from, except as unforeseen space conditions may require, the right is reversed to make minor changes in the arrangement of the work to meet conditions arising during construction.
- E. Provide expansion fittings at all locations where pipes cross expansion or seismic joints. Coordinate with Architectural drawings for locations.

3.2 MISCELLANEOUS PIPING:

- A. Furnish and install copper drain lines from cooling coil drain pans and extend to outside whether or not same is shown.

3.3 TESTING:

- A. All flow piping shall be tested and made tight.
- B. After the system is thoroughly cleaned, it shall be put into operation by this Contractor. All parts of the system shall be thoroughly tested and this Contractor shall carefully instruct the Owner's authorized representative as to the proper operation and are of the entire system.
- C. After the systems are thoroughly cleaned, they shall be put into operation by the Heating Contractor. All parts of the system shall be thoroughly tested and this Contractor shall carefully

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

instruct the Owner's authorized representatives as to the proper operation and care of the entire system.

END OF SECTION 23 21 13

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

SECTION 23 81 19- VARIABLE REFRIGERANT VOLUME DIRECT EXPANSION SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.
- B. The General Requirements in Section 200050 shall also govern the work under this Section.
- C. Examine all drawings and data and coordinate the work of this Section with all related and adjoining work.

1.2 SCOPE OF WORK:

- A. This Contract includes all labor, material, equipment, tests and appliances required to furnish and install all HVAC as shown on drawings, implied and herein specified.
- B. The present location of the building will be as shown on drawings. Visit the site and examine the Architectural and other Mechanical trades showing all details of construction before submitting proposal.
- C. Connect all equipment with piping and controls and leave ready to operate. Check all Mechanical and Electrical drawings and coordinate all work accordingly.
- D. Provide seismic restraints, vibration isolators and flexible connections in accordance with Section 230548. Provide flexible connections at all locations where pipes cross building seismic or expansion joints. Verify in the field.
- E. Drawings are diagrammatic and indicate the general arrangement of piping and do not show all minor details and fittings. Such items shall be included, as well as reasonable modification, in the layout as directed to prevent conflict with other trades.

1.3 SUBMITTALS:

- A. In accordance with Section 200050, the following items shall be submitted for review.

VRF System

1.5 SYSTEM DESCRIPTION

- 1. The variable capacity, heat pump air conditioning system shall be a DAIKIN Variable Refrigerant Volume (VRV) System.
- 2. The system shall consist of outdoor units, REFnet joints and indoor units with DDC (Direct Digital Controls). Each indoor unit or group of indoor units shall be independently controlled.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

3. The VRV system selected shall be of the "heat pump" type to provide non-simultaneous heating or cooling via a 2-pipe refrigeration pipe design to the indoor units.
4. All refrigerant lines shall be insulated according to the manufacturer's recommendations. Piping shall be furnished by the mechanical contractor.

1.6 QUALITY ASSURANCE

1. The units shall be listed by Electrical Laboratories (ETL) and bear the ETL label.
2. All wiring shall be in accordance with the National Electrical Code (N.E.C.).
3. The system will be produced in an ISO 9001 and ISO 14001 facility, which are standards set by the International Standard Organization (ISO). The system shall be factory tested for safety and function.
4. The system shall use R-410A refrigerant only. A full charge of R-410A for the condensing unit only shall be provided in the condensing unit. All extra refrigerant shall be furnished by the mechanical contractor.

1.7 DELIVERY, STORAGE AND HANDLING

1. Unit shall be stored and handled according to the manufacturer's recommendations.

1.8 INSTALLATION

1. The VRV system shall be installed by a manufacturer authorized installer with training specific to the equipment being installed. The mandatory contractor service and install training should be performed by the manufacturer or the local representative. Untrained contractors who wish to bid this project may contact the local Daikin representative (Swan Associates – Newington, CT – 860-666-6923) to arrange training prior to installation.

1.9 STARTUP

1. The DAIKIN VRV system startup will be supported locally by certified Daikin VRV technicians. All wiring, piping, evacuation and an initial charge of R-410A shall be completed by the mechanical contractor prior to having a DAIKIN VRV certified technician called out to witness and assist with startup. The certified technician shall provide technical support and assist with startup; pressure testing, leak testing, evacuation and refrigerant charging shall be by the mechanical contractor. Additional refrigerant will be required and shall be furnished by the mechanical contractor.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

1.10 WARRANTY

1. Furnish ten year manufacturer's warranty for all parts and compressors for VRV outdoor condensing units and indoor units. Controls shall be warranted for a period of 18 months from substantial completion. Owner/contractor must retain strict record of all maintenance and follow the factory recommended instructions

PART 2 -PRODUCTS

2.1 OUTDOOR AIR COOLED VRV CONDENSING UNIT:

1. General: The outdoor unit shall be used with compatible indoor components. The outdoor units shall be equipped with multiple circuit boards that interface to the D-III NET controls system and shall perform all functions necessary for operation. The outdoor unit shall have a powder coated finish. The outdoor unit shall be completely factory assembled, piped and wired. Each unit shall be run tested at the factory.
 - a. The refrigeration circuit of the condensing unit shall consist of Daikin inverter scroll compressors, motors, fans, condenser coil, electronic expansion valves, solenoid valves, 4-way valve, distribution headers, capillaries, filters, shut off valves, oil separators, service ports, liquid receiver and suction accumulator.
 - b. To ensure the liquid refrigerant does not flash when supplying to the various indoor units, the circuit shall be provided with a sub-cooling feature.
 - c. The sum of connected capacity of all indoor air handlers shall range from 50% to 200% of outdoor rated capacity.
 - d. The condensing unit shall be factory assembled in the USA and pre-wired with all necessary electronic and refrigerant controls.
 - e. Low sound levels - Each system shall use indoor and condensing units with quiet operation as low as 27 dB(A). The sound pressure level standard shall be that value as listed in the Daikin engineering manual for the specified models at 3 feet from the front of the unit. The outdoor unit shall be capable of operating automatically at further reduced noise during night time.
 - f. Refrigerant lines shall be insulated.
 - g. The outdoor unit shall have an accumulator with refrigerant level sensors and controls.
 - h. The outdoor unit shall have a high pressure safety switch, over-current protection and DC bus protection.
 - i. The system shall be capable of refrigerant piping up to 540 actual feet or 620 equivalent feet from the outdoor unit to the furthest indoor unit, a total combined liquid line length of 3,280 feet of piping between the condensing and indoor units with 295 feet maximum vertical difference, without any oil traps. Systems shall be capable of up to 295ft (90m) from the first REFNET™ / branch point.
 - j. REFnet™ piping joints and headers shall be used to ensure proper refrigerant balance and flow for optimum system capacity and performance. T style joints shall not be acceptable.
 - k. The condensing unit shall be capable of heating operation at negative 4°F wet bulb ambient temperature without additional low ambient controls or an auxiliary heat source.
 - l. The outdoor unit shall have a high efficiency oil separator plus additional logic controls to ensure adequate oil volume in the compressor is maintained.
 - m. Defrost Heating – Multiple condenser VRV systems shall maintain continuous heating during defrost operation. Reverse cycle (cooling mode) defrost operation shall not be permitted due to the potential reduction in space temperature. It is important to the comfort of the design that the

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

system shall continue to provide heat to the indoor units in heating operation while in the defrost mode.

- n. Oil Return Heating – VRV systems shall maintain continuous heating during oil return operation. Reverse cycle (cooling mode) oil return during heating operation shall not be permitted due to the potential reduction in space temperature.
 - o. Stable Operation – System shall provide stable inverter operation at varied ambient conditions.
 - p. No Drain Pan Heater – System shall be capable of heating operation without the need for a drain pan heater.
 - a) If alternate manufacturer is chosen, an additional drain pan heater shall be provided by the manufacturer and any cost increases due to electrical shall be the responsibility of the mechanical contractor.
 - q. Advanced Zoning - A single system shall provide for up to 64 zones.
 - r. VFD Inverter Control and Variable Refrigerant Temperature - Each condensing unit shall use high efficiency, variable speed all “inverter” based flash vapor injection compressor(s) coupled with inverter fan motors to optimize part load performance. The system capacity and refrigerant temperatures shall be modulated automatically to set suction and condensing pressures while varying the refrigerant volume for the needs of the cooling or heating loads. The control will be automatic and customizable depending on load and weather conditions.
 - a) Indoor shall use PID to control superheat to deliver a comfortable room temperature condition and optimize efficiency.
 - s. The following safety devices shall be included on the condensing unit; high pressure sensor and switch, low pressure sensor, control circuit fuses, crankcase heaters, fusible plug, overload relay, inverter overload protector, thermal protectors for compressor and fan motors, over current protection for the inverter and anti-recycling timers.
 - t. Scheduled heating and cooling capacities shall be met at a minimum and resizing may be needed by other manufacturers to meet this requirement.
 - u. Space saving – Each system shall have a condensing unit module footprint no larger than 66-11/16” x 48-7/8” x 30-3/16” (1694mm x 1242mm x 767mm).
 - v. Each condensing unit shall include a multi-functional digital display that can provide system operation status such as operating refrigerant temperatures, pressures, outdoor electronic expansion valve opening and compressor operation time.
 - w. Each condensing unit shall include a service window that can provide easy access to system field settings and operation status without completely removing the condensing unit panel.
 - x. Advanced diagnostics – Systems shall include a self-diagnostic, auto-check function to detect a malfunction and display the type and location.
 - y. The system will automatically restart operation after a power failure and will not cause any settings to be lost, thus eliminating the need for reprogramming.
 - z. Each system shall be able to enlarge from single to dual module or dual to triple module without the need for installed main pipe size changes. The manufacturer shall provide predefined pipe sizes and design rules ensuring reliable system operation and offering design flexibility in phased installation applications.
2. Unit Cabinet:
- a. The outdoor unit shall be completely weatherproof and corrosion resistant. The unit shall be constructed from rust-proofed mild steel panels coated with a baked enamel finish.
 - b. The unit shall be elevated on rails or stands according to the manufacturer’s recommendation. Failure to do so shall void the manufacturer’s warranties. Rails/stands are not provided by the manufacturer.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

3. Fan:
 - a. The unit shall be furnished with one or more direct drive fan motor(s) that have multiple speed operation via a DC (digitally commutating) inverter.
 - b. The fan motor shall have inherent protection, have permanently lubricated bearings, and be completely variable speed.
 - c. The fan motor shall be mounted for quiet operation.
 - d. The fan shall be provided with a raised guard to prevent contact with moving parts.
 - e. The outdoor unit shall have vertical discharge airflow.
 - f. The fan motor shall be factory set as standard at 0.12 in. WG, but contain a field setting switch to a maximum 0.32 in. WG pressure.
 - g. Night setback control of the fan motor for low noise operation by way of automatically limiting the maximum speed shall be a standard feature. Operation sound level shall be selectable from 3 steps
 - h. The condensing unit shall have configurable settings for intermittent fan operation to help minimize snow accumulation on fan blades when the system is off.

4. Coil
 - a. The condenser coil shall be manufactured from copper tubes expanded into aluminum fins to form a mechanical bond.
 - b. The heat exchanger coil shall be of a waffle louver fin and rifled bore tube design to ensure high efficiency performance.
 - c. The heat exchanger on the condensing units shall be manufactured from Hi-X seamless copper tube with N-shape internal grooves mechanically bonded on to aluminum fins to an e-Pass Design.
 - d. The outdoor coil shall have three-circuit heat exchanger design eliminating the need for a drain pan heater The lower part of the coil shall be used for inverter cooling and be on or off during heating operation enhancing the defrost operation.
 - e. The fins shall be coated with an anti-corrosion hydrophilic blue coating as standard from factory with a salt spray test rating of 1000hr per ASTM test standards.
 - f. The condensing unit shall be factory equipped with condenser coil guards on all sides.

5. Compressor:
 - a. The Daikin inverter Flash Vapor injection scroll compressors shall be variable speed (PVM inverter) controlled which is capable of changing the speed to follow the variations in total cooling and heating load as determined by the suction gas pressure as measured in the condensing unit.
 - a) In addition, samplings of evaporator and condenser temperatures shall be made so that the high/low pressures detected are read every 20 seconds and calculated. With each reading, the compressor capacity (INV frequency) shall be controlled to eliminate deviation from target value.
 - b) Non –inverter-driven compressors, which may cause starting motor current to exceed the nominal motor current (RLA) and require larger wire sizing, shall not be allowed.
 - b. The inverter driven compressors in the condensing unit shall be of highly efficient reluctance DC (digitally commutating), hermetically sealed scroll “K-type”.
 - c. Neodymium magnets shall be adopted in the rotor construction to yield a higher torque and efficiency in the compressor instead of the normal ferrite magnet type.
 - a) At complete stop of the compressor, the neodymium magnets will position the rotor into the optimum position for a low torque start.
 - d. The capacity control range shall be as low as 3% to 100%.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- e. The compressor's motor shall have a cooling system using discharge gas, to avoid sudden changes in temperature resulting in significant stresses on winding and bearings.
- f. Each compressor shall be equipped with a crankcase heater, high pressure safety switch, and internal thermal overload protector.
- g. Oil separators shall be standard with the equipment together with an intelligent oil management system.
- h. The compressor shall be mounted on vibration dampening rubber grommets to minimize the transmission of vibration, eliminating the standard need for external spring isolation.
- i. In the event of compressor failure, the remaining compressors, if applicable, shall continue to operate and provide heating or cooling as required at a proportionally reduced capacity. The microprocessor and associated controls shall be manually activated to specifically address this condition for single module and manifold systems.
- j. In the case of multiple condenser modules, combined operation hours of the compressors shall be balanced by means of the Duty Cycling Function, ensuring sequential starting of each module at each start/stop cycle, completion of oil return, completion of defrost or every 8 hours. When connected to a central control system sequential start is activated for all system on each DIII network.

2.2 4-WAY CEILING CASSETTE (FXUQ):

- 1. General:
 - a. The unit shall be a ceiling suspended cassette indoor fan coil design that mounts onto the ceiling. The cassette shall be a four-way air distribution type, fresh white, impact resistant with a washable panel. The supply air is distributed via motorized louvers which can be horizontally and vertically adjusted from 0° to 60°. Return air shall be through the concentric panel, which includes a factory provided filter. Computerized PID control shall be used to control superheat to deliver a comfortable room temperature condition. The unit shall be equipped with a programmed drying mechanism that dehumidifies while inhibiting changes in room temperature. The unit shall support individual control using D-III NET DDC controllers.
- 2. Indoor Unit:
 - a. The indoor unit shall be factory assembled, wired and run tested. Contained within the unit shall be all factory wiring, piping, electronic modulating linear expansion device, control circuit board and fan motor. The unit shall have a self-diagnostic function, 3-minute time delay mechanism, and an auto restart function. Indoor unit and refrigerant pipes shall be charged with dehydrated air before shipment from the factory. The unit shall contain a factory installed condensate drain pan and condensate drain pump with float switch.
 - b. The 4-way supply air flow can be field modified to 3-way and 2-way airflow to accommodate various installation configurations including corner installations.
 - c. Independent Control - Each indoor unit shall use a dedicated electronic expansion valve for independent control.
 - d. The indoor units shall be equipped with a return air thermistor.
 - e. All electrical components are reached through the decoration panel, which reduces the required side service access.
 - f. The indoor units sound pressure shall range from 36 dB(A) to 40 dB(A) at low speed measured at 5 feet below the unit.
- 3. Unit Cabinet:
 - a. The cabinet shall be space saving and shall be located into the ceiling.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- b. Three auto-swing positions shall be available to choose, which include standard, draft prevention and ceiling stain prevention.
 - c. The airflow of the unit shall have the ability to shut down outlets with multiple patterns allowing for simpler installation in irregular spaces.
 - d. The cabinet shall be constructed with sound absorbing foamed polystyrene and polyethylene insulation.
4. Fan:
- a. The fan shall be direct-drive turbo fan type with statically and dynamically balanced impeller with three fan speeds available.
 - b. The fan motor shall operate on 208/230 volts, 1 phase, 60 hertz with a motor output range from 0.06 to 0.14 HP.
 - c. The airflow rate shall be available in three settings.
 - d. The fan motor shall be thermally protected.
5. Filter:
- a. Return air shall be through the concentric panel, which includes a washable long-life filter with mildew proof resin and antibacterial treatment.
6. Coil:
- a. Coils shall be of the direct expansion type constructed from copper tubes expanded into aluminum fins to form a mechanical bond.
 - b. The coil shall be of a waffle louver fin and high heat exchange, rifled bore tube design to ensure highly efficient performance.
 - c. The coil shall be a 3-row cross fin copper evaporator coil with 21 FPI design completely factory tested.
 - d. The refrigerant connections shall be flare connections and the condensate will be 1 inch outside diameter PVC.
 - e. A factory mounted condensate pan with a antibacterial treatment shall be provided under the coil.
 - f. A factory mounted condensate pump with a 23-5/8" lift shall be located below the coil in the condensate pan with a built in safety alarm.
 - g. A thermistor will be located on the liquid and gas line.

2.3 ELECTRICAL:

- A. The outdoor unit electrical power shall be 208/230 volts, 3 phase, 60 hertz.
- B. A separate power supply will be required of 208/230 volts, 1 phase, 60 hertz for the indoor units. The voltage range will be 253 volts maximum and 187 volts minimum.
- C. The control circuit between the controls, indoor units, BS Boxes and the outdoor units shall be completed using a 18AWG, 2-wire, stranded, non-shielded cable to provide total integration of the system.
 - 1. The electrical voltage from each circuit board to the controls shall be 16 volts DC. The voltage may fluctuate up or down depending on communication packets being sent and received. Control wiring to be provided by Contractor.
 - 2. Control wiring shall be installed in a daisy chain configuration. The remote controller wiring shall run from the indoor unit terminal block to the controller associated with that unit.
 - 3. Transmission (control) wiring between the indoor and outdoor unit shall be a maximum of 3,280 feet (total 6,560 feet).
 - 4. Transmission (control) wiring between the indoor unit and remote controller shall be a maximum distance of 1,640 feet.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- D. All control wiring shall be furnished and wired by the ATC Contractor.
- E. Electrical disconnects shall be furnished and wired by Div 26.

2.4 CONTROLS

A. General:

1. The VRV Controls Network is comprised of local remote controllers, advanced central controllers, and open protocol software devices that transmit information via the high-speed communication bus and may also be controlled via a network PC. The VRV Controls Network supports operation monitoring, scheduling, error e-mail distribution, general user software, tenant billing, maintenance support, and integration with Building Management Systems (BMS) using open protocol via BACnet®; all of which blend to provide the optimal control strategy for the best HVAC comfort solution. The systems shall have controls provided by Daikin to perform input functions necessary to operate the system.
2. Operation of the system shall permit either individual cooling or heating of each indoor unit simultaneously or all of the indoor units associated with each branch of the BS box. Each indoor unit or group of indoor units shall be able to provide set temperature independently via a local remote controller, an Intelligent Touch Manager or the central BMS.
3. Certain interior zones have been selected to operate in a low ambient cooling mode to -4F, while the remaining zones operate in heating. A simultaneous heating, cooling and low ambient cooling mode is desired for proper operation of the system. Manufacturer shall provide all needed accessories to accommodate this operation.
4. Each indoor unit or group shall be controlled by a factory provided, Navigation remote controller, capable of controlling up to 16 units.
5. The systems shall be furnished with a BACnet/IP Enabled Daikin Intelligent Touch Manager advanced centralized controller.
 - a. The controller will require 24VAC power.
 - b. The intelligent Touch Manager shall be equipped with two RJ-45 Ethernet ports for 100 Mbps network communication to support interconnection with a network PC via the Internet, Local Area Network (LAN), or connection with a non-networked PC after completed installation.
 - c. Web access functions shall be available so that facility staff can securely log into each Intelligent Touch Manager via the PC's web browser to support monitoring, scheduling, error recognition, downloading of system operation data (trend log (refer to pints list under bacnet server)) and general user functions. Error emails are also sent to designated email addresses.
 - d. Any software provided shall not have any licensing restrictions. If alternate manufacturer is selected having license restrictions, a 18-year license agreement must be included to the owner as part of this specification.
6. Global control over the entire system shall be managed from a central BMS including thermostat limits, space temperature and user functionality.
 - a. Through BACnet control from the ATC contractor, the indoor units shall be capable of automatic mode change over at set point plus 1F for cooling and set point minus 1F for heating.

2.5 MANUFACTURERS

- A. Basis of design: **Daikin VRV**
- B. Alternate manufacturers that shall be considered are: Mitsubishi. No other manufacturers shall be considered.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

1. Any other manufacturer interested in bidding must provide full submittals – 2 weeks prior to bid – for review by the EOR. Scaled piping lengths, added refrigeration required and location of manufacturing must be included. Maximum levels of refrigerant required by the basis of design shall not be exceeded by an alternate manufacturer.
2. The mechanical contractor shall be responsible for all specified items and intents of this spec section and shall take full responsibility in accepting alternate/substituted manufacturer and any additional cost associated with providing the owner with fully operational system including electrical and considerations of higher refrigerant charge.

PART 3 -EXECUTION

3.1 INSTALLATION

1. Install units level and plumb.
2. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
3. Install roof-mounted, compressor-condenser components on equipment supports. Anchor units to supports with removable, cadmium-plated fasteners.
 - i. Comply with requirements for vibration isolation and seismic control devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."
4. Install and connect precharged refrigerant tubing to component's quick-connect fittings. Install tubing to allow access to unit.

3.2 FIELD QUALITY CONTROL

- i. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
5. Tests and Inspections:
 - i. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - ii. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - iii. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
2. Remove and replace malfunctioning units and retest as specified above.
3. Prepare test and inspection reports.

3.3 STARTUP SERVICE

1. Engage a factory-authorized service representative to perform startup service.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- i. Complete installation and startup checks according to manufacturer's written instructions.

3.3 DEMONSTRATION

1. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain units.

END OF SECTION 23 81 19

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

SECTION 26 00 00 - GENERAL ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General Provisions of the Contract, including General and Supplementary Conditions and Division 1, General Requirements, apply to the work specified in this Section.
- B. The requirements in Section 260000 shall govern the work of all Sections of Division 26.

1.2 SCOPE OF WORK:

- A. Scope of work consists of installation of materials to be furnished under these Specifications and without limiting generality thereof consists of furnishing labor, materials, equipment, hoisting, plant, transportation, rigging, staging, appurtenances, and services necessary and/or incidental to properly complete all electrical work as shown on drawings, as described in the Specifications or as reasonably inferred from either as being required in opinion of the Engineer.
 - 1. Receptacles.
 - 2. Branch circuit wiring for receptacles and HVAC equipment.

1.3 SITE CONDITIONS:

- A. Prior to submitting bid, visit the site and identify existing conditions and difficulties that will affect work called for by the Contract Documents.
- B. No compensation will be granted for additional work caused by unfamiliarity with site conditions that are visible or readily construed by experienced observers. Include in the bid amount all demolition work required.
- C. The Contractor shall verify and obtain all necessary dimensions at the site.

1.4 DEFINITIONS:

- A. Furnish: The word "furnish" is used to mean "supply and deliver the referenced item to the project site, ready for unloading, unpacking, assembly, and installation".
- B. Install: The word "install" is used to describe operations at the project site involving the referenced item including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations".
- C. Normally Occupied: The words "normally occupied" are used to mean "all rooms within a building except for crawlspaces, underground tunnels, attic spaces, mechanical rooms, telephone rooms, data distribution rooms, and electrical rooms".

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- D. Or Approved Equal: The words "or approved equal" are used to mean "any product which in the opinion of the Engineer is essentially equal in quality, size, arrangement, appearance, construction, and performance to that product specified or shown on the drawings".
- E. Provide: The word "provide" means "to furnish and install the referenced item, complete and ready for the intended use".
- F. Remove: The word "remove" means "to disconnect from its present position, remove from the project site, and to dispose of in a legal manner".

1.5 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of the Contract Documents.
- B. Codes and Regulations:
 - 1. In addition to complying with the specified requirements, comply with all Federal, State and Local Codes wherever applicable including the following: 2022 Connecticut State Building Code, 2021 IBC, 2022 Connecticut Fire Safety Code , 2021 International Fire Code, 2019 NFPA 72 National Fire Alarm Code, 2020 NFPA 70 National Electrical Code as amended by the State Building Code , 2021 International Energy Conservation Code, ICC/ANSI A117.1-2009 Accessible and Usable Buildings and Facilities, and ADA.
 - 2. Comply with the requirements of the Local Authority Having Jurisdiction.
 - 3. Materials and equipment shall be UL listed where standard has been established.
 - 4. Perform tests required by specifications, Engineer's instructions, laws, ordinances or public authorities, approvals, and give Owner timely notice. Notify the Owner of dates for inspection by other authorities.
 - 5. In the event of conflict between or among specified requirements and pertinent regulations, the more stringent requirement will govern.
 - 6. Reference made to codes and standards shall be interpreted as minimum requirements. Provide and perform work in excess of codes and standards as indicated by drawings or specifications.
- C. Prior to bidding, the Contractor shall give written notice to the Engineer of any materials, equipment, or apparatus believed in the opinion of said Contractor, to be inadequate or unsuitable for the installation, or in violation of laws, ordinances, rules, or regulations of authorities having jurisdiction. The Contractor shall also give written notice to the Engineer of any items, materials, equipment, or work believed in the opinion of said Contractor, to be omitted from the Contract Documents. In the absence of such written notice, it is mutually agreed that Contractor has included the cost of all required items in his bid and that he will be responsible for approved satisfactory functioning of systems without further compensation.

1.6 SUBMITTALS:

- A. Refer to Division 20 for submittal procedures.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- B. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Include the following information on the label for processing and recording action taken:
 - a. Project name, location, and address
 - b. Date
 - c. Name and address of Engineer
 - d. Name and address of Contractor
 - e. Name and address of Sub-Contractor
 - f. Name and address of supplier(s)
 - g. Name of manufacturer(s)
 - h. Number and title of appropriate Specification section.
- C. Data sheets and catalog cuts, etc. contained in submittals shall be clearly marked in ink indicating specific service or application for which material or equipment is to be used. Data of a general nature and not clearly defining the service or application for which the proposed item is to be used will not be accepted.
- D. Submit for review complete diagrams of systems prepared by equipment manufacturer showing connections and equipment. Standard wiring diagrams shall be modified where necessary to specific system.
- E. Prior to forwarding submittals and shop drawings for review by the Engineer, the Contractor shall thoroughly check each submittal, reject those not conforming to the specifications, and indicate by his signature that the submittals in his opinion meet the contract requirements.
- F. Intent of Shop Drawings and product data review is to check for capacity, rating and certain construction features, ensure that work meets requirements of Contract Documents regarding information that pertains to fabrication processes or means, methods, techniques, sequences and procedures of construction, and for coordination of work between trades.
- G. Submittal review shall not diminish responsibility under this contract for dimensional coordination, quantities, installation, piping, supports, access, service and errors, nor for deviations from requirements of contract documents. Noting errors while overlooking others will not excuse proceeding in error. Requirements of contract documents are not limited, waived, nor superseded by shop drawing review.
- H. Equipment variations: Where no specific make or material, apparatus or appliance is mentioned in the Contract Documents, any first class product made by a reputable manufacturer may be used, providing it conforms to the requirements of these specifications and meets the approval of the Engineer.
- I. Equipment alternates, substitutions, and deviations:
 - 1. Wherever more than one manufacturer is mentioned in the specifications or on the drawings, any of those named shall be considered equally acceptable to that on

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- upon which design was based, and providing all aspects of the specification are met insofar as quality, construction, performance, space requirements, noise levels and special accessories or materials, any of those named may be included in Contractor's bid.
2. Bidders wishing to obtain approval on brands other than those specified by name shall submit their request to the Engineer not less than ten (10) business days before the date fixed for opening of bids. Approval by the Engineer will be in the form of an Addendum to the specifications issued to all prospective bidders, indicating that the additional brand or brands are approved as equal to those specified so far as the requirements of the project are concerned.
 3. Wherever a single manufacturer is used in the specifications or on the drawings and is followed by the words "or approved equal" the Contractor must use the item named or he may apply for an alternate equipment deviation through the prescribed manner in accordance with Item 1.6, I, 2.
 4. Alternate equipment to that specified or shown on the drawings, as proposed to be provided by the contractor, must be essentially equal in quality, size, construction, and performance to that item specified or shown on the drawings.
 5. Submittals for alternate equipment shall list all deviations and differences from the specified equipment. Failure to submit this list will result in rejection of the submittal. Any deviations and differences not listed but discovered after installation shall be rectified as directed by the Engineer at the Contractor's cost.
 6. Furnish samples of alternate equipment proposed to be provided when so requested by the Engineer.
 7. Where the Contractor proposes to use an item of equipment which differs from that upon which design was based, which requires any redesign of the structure, partitions, foundations, piping, wiring or of any other part of Mechanical, Electrical or Architectural Layout, all such redesign, new drawings or detailing required shall be prepared by Contractor at his own expense for approval of the Engineer.
 8. Where approved substitutions or deviations require a different quantity, size or arrangement of structural supports, wiring, conduit, piping, ductwork, and equipment from that upon which design was based, all additional items required by the systems shall, with the approval of the Engineer, be furnished by the Contractor at no additional cost to Owner.
- J. Allow sufficient time so that the delivery and installation of equipment will not be delayed as a result of the time required to review, process and transmit submittals, including resubmittals. Failure by the Contractor to transmit submittals to the Engineer in ample time for review and processing shall not entitle him to an extension of the Contract Time and no claim for an extension of time by reason of such default will be allowed.
- K. Submittals, shop drawings, and samples will be reviewed with reasonable promptness and will be stamped indicating appropriate action as follows:
1. "No Exceptions Taken" means that fabrication, manufacture, or construction may proceed providing submittal complies with contract documents.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

2. "Amend as Noted" means that fabrication, manufacture, or construction may proceed, providing the submittal complies with Engineer's notations and contract documents.
 3. "Resubmit" means that submittal, or equipment proposed to be provided, does not comply fully with the contract documents and that fabrication, manufacture, or construction shall not proceed. Resubmit in accordance with the Engineer's notations and contract documents.
 4. "Rejected" means that submittal does not comply with contract documents, or that equipment proposed to be provided does not comply with the specified requirements or is not equal or better in quality and performance than that item specified. Fabrication, manufacture, or construction shall not proceed. Resubmit in accordance with the contract documents and specified requirements.
- L. If material or equipment is installed prior to review, or without review, it shall be removed and replaced at no extra charge to the Owner if, in the opinion of the Engineer, the material or equipment is not in compliance with the Contract Documents.

1.7 AS-BUILT DRAWINGS:

- A. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings at the job site. Protect record drawings from deterioration and loss in a secure location. Provide access to record drawings for the Engineer's reference during normal working hours.
- B. As work progresses mark the record drawings to show the actual installation where the installation varies from the work as originally shown, whether resulting from Addenda, Change Order, approved submittals, or changes made due to field conditions. Mark whichever drawing is most appropriate for showing conditions fully and accurately. Where shop drawings are used, record a cross reference at the corresponding location on the Contract Drawings. Give particular attention to items concealed within the structure or buried below grade.
 1. Mark as-built drawings with colored erasable pencils: using separate colors to distinguish between different systems.
 2. Include dimensioned locations of conduit runs buried below floor slabs and buried beyond the building footprint.
 3. Note related change order numbers where applicable.
- C. At the completion of work prepare a new set of black line white-print As-built Drawings, of work as actually installed, incorporating addenda, changes made due to approved submittals, change order work, field changes, and added data, all as shown on the marked-up record drawings maintained at the site. Date the set and clearly mark it as "As-built Drawings".
- D. Furnish two sets of the As-built Drawings to the Engineer for review and transmission to the Owner.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

1.8 OPERATING AND MAINTENANCE MANUALS:

- A. Provide Operating and Maintenance Manuals in accordance with the requirements of Division 1 of these specifications.

1.9 GUARANTEE AND WARRANTIES:

- A. Comply with the requirements of Division 20.
- B. Obtain in Owner's name written equipment and material warranties offered in manufacturer's published product data without exclusion or limitation.
- C. Guarantee work of this Contract in writing for not less than eighteen (18) months from date of Substantial Completion. Repair or replace defective materials, equipment, workmanship and installation that develop within this period, promptly and to Owner's satisfaction and correct damage caused in making necessary repairs and replacements under guarantee within contract price.
- D. Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the Engineer.
- E. Submit guarantee to the Owner before final payment.

1.10 LAWS, ORDINANCES, PERMITS, AND FEES:

- A. Give all necessary notices, obtain all permits and pay all taxes, fees and other costs in connection with the work; file all necessary plans, prepare all documents and obtain all necessary approvals of all Regulation Authorities; obtain all required Certificates of Occupancy and/or Inspections required for the work and deliver same to the Owner before requests for acceptance and final payment for the work.
- B. Include in the work, without extra cost to the Owner, all labor, materials, services, apparatus, drawings (in addition to Contract Documents and Drawings) required to comply with all applicable laws, ordinances, rules and regulations.

1.11 CORRELATION OF DRAWINGS AND SPECIFICATIONS

- A. In general, the Specifications will describe the "quality" of the work and the drawings the "extent" of the work. The drawings and specifications are cooperative and supplementary; however, and each item of the work is not necessarily mentioned in both the drawings and specifications. All work necessary to complete the project, so described, is to be included in this contract.
- B. In case of disagreement between drawings and specifications, or within either document itself, the better quality or greater quantity of work shall be estimated and the matter drawn to the Engineer's attention for decision and/or adjustment. Any work done by any

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

Contractor without consulting the Engineer, when the same requires a decision and/or adjustment, shall be done at the Contractor's risk.

- C. Drawings are diagrammatic and indicate general arrangement of systems and work included in Contract. Information and components shown on diagrams but not on plans, and vice versa, shall apply or shall be provided as though expressly required on both. It is not intended that every fitting or component be specified or shown on drawings; however, Contract Documents require provision of all components and materials necessary for a complete and operational installation, whether or not indicated or specified.
- D. Do not scale drawings. Scale indicated on drawings is for establishing reference points only. Actual field conditions shall govern all dimensions. The Contractor shall verify all dimensions at the project site.
- E. In all cases where the Contract Documents refer to equipment or apparatus in singular number, it is intended that such reference include as many such items that are required to complete the work.

1.12 ELECTRICAL VOLTAGES:

- A. The electrical services to the buildings is 208Y/120V, 3 phase, 4 wire, 60Hz.
- B. All equipment shall be suitable for this electrical supply. It is the responsibility of the Contractor to study the electrical drawings to determine the supply for any particular piece of equipment.
- C. If equipment requires other electrical characteristics (voltage and phase) than that supplied and shown on the electrical drawings, transformers and wiring shall be provided with that equipment at no extra cost to the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP:

- A. Provide only materials that are new and of type and quality specified. Where Underwriters' Laboratories, Inc. have established standards for such materials, provide only materials bearing the UL label.
- B. Provide accessories, materials and equipment necessary to make installation complete in every detail, and to conform to manufacturers' latest installation instructions, under this Contract whether or not specifically shown on drawings or specified herein.
- C. All component parts of each item of equipment shall bear the manufacturers' nameplate, giving name of manufacturer, description, size, type, serial or model number, electrical characteristics, etc. in order to facilitate maintenance or replacement. Contractors or Distributors nameplates shall not be fixed to items of equipment and are not an acceptable alternate to the manufacturer's nameplate data.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- D. No materials or equipment used shall be discontinued or about to be discontinued items.
- E. The Engineer shall have the right to reject any part of the work in case the material or workmanship is not of satisfactory quality. Any work or material deemed unacceptable by the Engineer shall be removed and replaced with acceptable work and material as defined by the Engineer, and at no additional expense to the Owner.

2.2 PROTECTION:

- A. Work performed by the Contractor shall include protecting the work and materials of all other Contractors from damage by work or workmen, and shall include making good any and all damage thus caused.
- B. The Contractor shall be responsible for work and equipment until finally inspected, tested and accepted. Protect work against theft, weather, injury or damage, and carefully store material and equipment received on site which is not immediately installed. Close open ends of work with approved covers, caps or plugs during construction to exclude dust, dirt, moisture, plaster, mortar, or general construction debris. Note - duct tape is not an acceptable means of protecting open conduit and pipe ends.
- C. If so specified, work may include receiving, unloading, uncrating, storing, protecting, setting in place and completely connecting any motor starters and/or control equipment having mechanical/electrical service connections which may be furnished by Owner or furnished by others.
- D. Work shall include exercising special care in handling and protecting equipment and fixtures. Any equipment and fixtures which are missing, lost, stolen, or damaged by reason of the Contractor's failure to provide adequate protection shall be replaced by that Contractor at no additional cost to the Owner.

2.3 TEMPORARY FACILITIES:

- A. Provide temporary power, lighting, and communications as required for the performance of the work of this Contract.
- B. Provide new materials and equipment; if acceptable to the Engineer, undamaged previously used materials in serviceable condition may be used. All materials shall be suitable for the service intended.
- C. Maintain temporary services and facilities in a neat and clean manner. Operate in a safe and efficient manner. Do not allow hazardous, dangerous, or unsanitary conditions to develop or persist on site.
- D. Do not overload temporary facilities, or permit them to interfere with progress of the work.
- E. Scaffolding and other temporary construction shall be rigidly built in accordance with Local, State, and Federal regulations.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- F. Remove each temporary facility when no longer needed, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete and/or restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be repaired to the satisfaction of the Owner.

2.4 SCAFFOLDING, RIGGING, HOISTING:

- A. Work shall include all scaffolding, rigging, hoisting and services necessary for delivery and erection of equipment into or onto the site and/or building. Remove all scaffolding, rigging, and hoisting equipment from the site when no longer needed.

2.5 EXCAVATION AND BACKFILLING:

- A. Excavation and backfilling for all electrical work inside and outside of the building shall be performed in accordance with Division 2 of these Specifications.

2.6 CUTTING AND PATCHING:

- A. Cutting and patching for all electrical work shall be performed in accordance with Division 1 of these Specifications.

2.7 SLEEVES AND OPENINGS:

- A. The Electrical Contractor shall provide all necessary sleeves and openings as required to permit the installation of the electrical systems.

2.8 PAINTING:

- A. All painting of electrical work shall be performed in accordance with Division 9 of these Specifications, unless otherwise specified.

2.9 ELECTRICAL MOTOR STARTERS AND VARIABLE FREQUENCY DRIVES (VFD'S):

- A. Motor starters and variable frequency drives (VFD'S) shall be furnished by each respective trade for motor driven equipment provided by them. The Electrical Contractor shall install the starters and VFD'S, and shall provide all power wiring to the starters and VFD'S, and from the starters and VFD'S to the motors they control.
- B. Motor starters and VFD'S shall conform to requirements of NEC, NEMA, UL, CSA, and ANSI and shall be suitable for the required horsepower, duty, voltage, phase, frequency, service, and location. All starters and VFD'S shall be furnished in NEMA enclosures suitable for the environment in which they are to be located.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- C. All starters shall be of the same manufacture and shall be furnished in Square D, Cutler-Hammer, General Electric, or Allen Bradley.
- D. Thermal Overloads:
 - 1. All motors 1/8 horsepower or larger shall be provided with thermal-overload protection. Thermal overloads shall be melting alloy ambient temperature compensating type.
 - 2. Thermal overloads shall be sized in accordance with NEC requirements for the nameplate data of the motor(s) as actually delivered to the site.
- E. Starters for manual control of single phase motors up to one (1) horsepower furnished without integral thermal overloads shall be combination manual disconnect switch and starters with thermal overload protection for each ungrounded leg. Starters shall be inoperable if a thermal unit is removed. These starters shall be 2-pole and shall be provided with green neon pilot light and handle guard/lock-off.
- F. Starters for three phase motors shall be full voltage, circuit breaker combination magnetic starters. All circuit breaker combination magnetic starters shall include melting alloy type thermal overload protection, low voltage protection, and two (2) sets of auxiliary normally open and normally closed contacts. Thermal overload protection shall be provided in each ungrounded leg. Starters shall be inoperable if a thermal unit is removed. All circuit breaker combination magnetic starters shall be equipped with control power circuits. Provide starters with control power transformers of secondary voltage required for the control power circuitry. Provide control power transformers with primary and secondary fusing. The disconnect handle on circuit breaker combination magnetic starters shall always be in control of the disconnect device with the door opened or closed. The disconnect handle shall be clearly marked as to whether the disconnect device is "on" or "off", and shall include a two-color handle grip, the black side visible in the "off" position, and the red side visible in the "on" position.
 - 1. All circuit breaker combination magnetic starters for manual control of three phase motors shall have start-stop push buttons in the cover and shall be provided with red and green pilot lights.
 - 2. All circuit breaker combination magnetic starters for automatic or interlocking control of three phase motors shall have hand-off-automatic selector switches in the cover and shall be provided with red and green pilot lights.

2.10 BASES AND SUPPORTS:

- A. Provide all necessary supports, rails, framing, bases, and piers required for the installation of equipment provided under this contract.
- B. Unless otherwise shown, all equipment shall be securely attached to the building structure in an acceptable manner. Attachments shall be of a strong and durable nature; any attachments that are insufficient in the opinion of the Engineer shall be replaced as directed at no additional cost to the Owner.

2.11 SEISMIC RESTRAINTS:

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- A. Provide seismic restraints for all electrical system components in accordance with the 2016 Connecticut State Building Code.

2.12 SLEEVES, INSERTS AND ANCHOR BOLTS:

- A. The Contractor shall provide and shall be held responsible for the location and position of all sleeves, inserts, and anchor bolts required by his work. Failure to do so, which requires cutting and patching of finished work, shall be done at no additional cost to the Owner.

2.13 FIRE STOPPING:

- A. Fire stopping work shall be done under Division 20 of these specifications.

2.14 LUBRICATION:

- A. All equipment installed under this contract having moving parts shall and requiring lubrication shall be properly lubricated according to the manufacturer's instructions prior to operation and testing. Any such equipment discovered to have been operated prior to lubrication by the Contractor shall be subject to rejection and replacement at no additional cost to the Owner.

2.15 ACCESS PANELS:

- A. Provide access panels for electrical equipment which is not readily accessible. Such equipment includes items above hung ceilings which are not readily removable and items installed within walls, inside chases, or inside dead cavity spaces.
- B. Access panels shall be of sufficient size to permit easy replacement and servicing of electrical equipment.
- C. Access panels shall bear the same or greater fire rating as the wall or ceiling in which they are installed.

2.16 OTHER MATERIALS:

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.
- B. Provide miscellaneous hardware and support accessories, including channels, support rods, nuts, bolts, screws, and other such items, with galvanized or cadmium plated finish, or other approved rust inhibiting coatings.

PART 3 - EXECUTION

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

3.1 GENERAL:

- A. Unless specifically noted or shown otherwise, install all equipment and material specified herein or shown on drawings whether or not specifically itemized herein.

3.2 SURFACE CONDITIONS:

- A. Examine the areas and conditions under which work of this Contract will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.3 PREPARATION:

- A. Coordinate:
 - 1. Coordinate as necessary with other trades to assure proper and adequate provisions in the work of those trades for interface with the work of this Contract. Each Contractor shall furnish all information necessary to permit work of other trades to be installed in a satisfactory manner.
 - 2. Coordinate delivery of equipment to project prior to installation. Any equipment stored for an extended period of time prior to installation may be subject to rejection by the Owner or Engineer.
 - 3. Coordinate the installation of items with the schedule for work of other trades to prevent unnecessary delays in the total work.
 - 4. Where electrical equipment is shown in conflict with locations of structural members or other equipment, provide required supports, offsets, bends, or tees as required to clear the encroachment.
 - 5. No conduit, cable(s), boxes, etc., shall be installed until the entire run has been checked for clearances and the work has been coordinated between all the trades. Each tradesman shall be responsible for taking his own field measurements and maintaining proper clearance from the Owner's equipment and the work of other trades, and for coordinating his work with that of other Contractors. Furnish all necessary information, dimensions, templates, etc. in order that a properly coordinated job will result.
 - 6. Prior to roughing, the contractor shall obtain exact electrical equipment, fixture, and device locations from the Owner. Equipment, fixture, and device locations shown on the drawings are to be used for general reference only. Roughing of equipment, fixtures, and devices shall not proceed until the exact locations, heights, and orientations of same have been agreed upon with the Owner.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

7. If due to lack of coordination and foresight by the Contractor, equipment must be relocated or extra work performed, all costs shall be the responsibility of the Contractor and may not be passed through to the Owner.
- B. Unload equipment and materials delivered to the site. Pay cost for rigging, hoisting, lowering and moving electrical equipment on site, in building, or on roof. During construction provide protection against moisture, dust accumulation, and physical damage of equipment, Provide temporary heaters within units as required to evaporate excessive moisture and provide ventilation as required.
- C. Certain present building clearances are available for handling equipment. All equipment shall be delivered knocked down as required to clear space limitations on site and within the building.
- D. Unless noted otherwise the Contractor shall set all equipment level, plumb, and secure prior to making connections to other equipment or systems.
- E. Data indicated on the drawings and in these Specifications are as exact as could be secured, but their absolute accuracy is not warranted. The exact locations, distances, levels and other conditions will be governed by actual construction and the drawings and specifications should be used only for guidance in such regard.
- F. Verify all measurements at the building. No extra compensation will be allowed because of differences between work shown on the drawings and actual measurements at the site of construction.
- G. The drawings are diagrammatic, but are required to be followed as closely as actual construction and work of other trades will permit. Where deviations are required to conform with actual construction and the work of other trades, make such deviations without additional cost to the Owner.

3.4 ACCESSIBILITY:

- A. Locate all equipment which must be serviced, operated or maintained, in fully accessible positions including but not limited to: controllers, motor starters, disconnect switches, transformers, panelboards, switchgear, etc. Provide access panels as required for equipment access.
- B. Failure by the Contractor to locate equipment and arrange the installation to allow for adequate access and clearance for maintenance and servicing shall result in rejection of the installation and the disassembly, relocation and re-assembly of the installation shall be done by the Contractor at no additional cost to the Owner.

3.5 CLEANING AND PROTECTING PIPING, CONDUITS AND EQUIPMENT:

- A. Thoroughly clean all piping, conduit, and equipment of all foreign substances inside and out before installation.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- B. Plug open pipe and conduit ends during construction with approved plugs or caps to exclude dust, moisture, plaster or mortar etc. Note - using duct tape to cover conduit and pipe ends is not an acceptable means of excluding construction debris and may result in rejection of the installation with remedial action to be taken by the Contractor at no additional cost.
- C. If any part of a conduit system should be blocked by any foreign matter after being placed in operation, the system shall be disconnected, cleaned and reconnected wherever necessary in order to locate and remove the obstruction(s). Any work damaged in the course of removing obstructions shall be repaired or replaced at no additional cost to the Owner.

3.6 TESTING AND INSPECTION:

- A. Provide personnel and equipment, make required tests, and secure required approvals from governmental agencies having jurisdiction.
- B. When material and/or workmanship is found to not comply with the specified requirements, within three days after receipt of notice of such non-compliance remove the non-complying items from the job site and replace them with items complying with the specified requirements, all at no additional cost to the Owner.
- C. Perform all required adjustments and settings. Verify and correct any deficiencies as required.
- D. Provide all necessary testing equipment.
- E. In the Owner's Presence:
 - 1. Test all parts of the electrical system and prove that all such items provided under this Specification function electrically in the required manner.

3.7 PROJECT COMPLETION:

- A. Upon completion of the work, remove all waste, rubbish and other materials left as a result of operations and leave the premises in clean condition.
- B. Thoroughly clean all exposed portions of the mechanical and electrical installations, removing all traces of soil, labels, grease, oil and other foreign material, and using only the type cleaner recommended by the manufacturer of the item being cleaned.
- C. Vacuum all exteriors of equipment and interiors of equipment having accessible interior compartments to remove all dust, dirt, cable clippings, construction debris, etc.
- D. Equipment with damage to painted finish shall be repaired to satisfaction of the Owner.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- E. Upon completion of all work and of all tests, the Contractor shall furnish the necessary skilled labor and helpers for operating the system and equipment for a period of one (1) day or eight (8) hours, or as otherwise specified. During this period, instruct the Owner or his representative fully in the operation, adjustment and maintenance of all equipment furnished. Give at least forty-eight (48) hours' notice to the Owner in advance of this period.
- F. Thoroughly indoctrinate the Owner's operation and maintenance personnel in the contents of the record drawings and the operations and maintenance manual required to be submitted under these Specifications.

3.8 INSTRUCTION PERIOD:

- A. Prepare written instruction frames for the proper maintenance and operation of any special equipment furnished and installed under this Contract.
- B. The contractor shall arrange for on-site instruction of the Owner's representatives by manufacturers of all major items of equipment. The instruction periods shall be consecutive and shall be held after the installations are complete, tested and balanced and the approved documentation is available. The contractor shall be responsible for attendance of the manufacturer's technical representatives and shall coordinate program timing with the Owner.
- C. In addition to normal operation, the Owner's representatives shall be instructed on routine maintenance and trouble-shooting.

END OF SECTION 26 00 00

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

SECTION 26 05 00 - BASIC ELECTRICAL MATERIALS & METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The Bidding Requirements, Contract Forms and Conditions of the Contract, including General Conditions of the Contract for Construction, and Division 1 - General Requirements, apply to the work specified in this Section.
- B. Sections 200050 General Conditions, and 260000 General Electrical, shall also govern the work under this Section.
- C. This Section includes requirements that are binding on other Sections of Division.
- D. Examine all drawings, data, and coordinate the work of this Section with all related and adjoining work.

1.2 SCOPE:

- A. Scope of work consists of installation of materials to be furnished under this Section, and without limiting generality thereof consists of furnishing labor, materials, equipment, hoisting, plant, transportation, rigging, staging, appurtenances, and services necessary and/or incidental to properly complete all electrical work as shown on the drawings, as described in these specifications or as reasonably inferred from either as being required in opinion of the Owner.
- B. Work Included: Provide complete electrical services where shown on the drawings, as specified herein and as needed for a complete and proper installation including but not necessarily limited to:
 - 1. General
 - 2. Conduits & Raceways
 - 3. Equipment Labeling
 - 4. Wire and Cables
 - 5. Receptacles
 - 6. Outlet Boxes, Junction Boxes, Pull Boxes
 - 7. Cabinets
 - 8. Disconnect Switches
 - 9. Supporting Devices
 - 10. Grounding
 - 11. Backboards

1.3 QUALITY ASSURANCE:

- A. Refer to Section 260000.

1.4 SUBMITTALS:

- A. Shop Drawings: Submit for all items listed in Paragraph 1.2.B.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

PART 2 - PRODUCTS

2.1 GENERAL:

- A. Provide only materials that are new and of type and quality specified, or approved equal. Where Underwriters' Laboratories, Inc. have established standards for such materials, provide only materials bearing the UL label.
- B. Provide materials and equipment necessary to make installation complete in every detail, and to conform to manufacturers' latest installation instructions, under this contract whether or not specifically shown on drawings or specified herein.

2.2 TEMPORARY FACILITIES:

- A. Scaffolding and other temporary construction shall be rigidly built in accordance with Local and State requirements. Remove from premises upon completion of work.
- B. Provide temporary construction required for electrical work as directed by the Architect and Engineer.

2.3 RACEWAYS:

A. Rigid Steel Conduit:

- 1. Shall be manufactured from high strength strip steel, shall be hot dipped galvanized with threads galvanized after cutting, and shall be chromated to form an additional protective layer. Rigid steel conduits shall be UL listed, shall meet the requirements of ANSI C80.1, and shall be as manufactured by Allied Tube and Conduit, Wheatland, or Calconduit.
- 2. Shall be used in outdoor locations where conduit is exposed to physical damage, sunlight or weather.
- 3. Shall be used for underground work.
- 4. Shall be used for horizontal and vertical underground sweeps, horizontal and vertical sweeps below concrete slabs, and for penetrations through concrete slabs.
- 5. Fittings, couplings and connectors shall be threaded and galvanized or cadmium plated.

B. Rigid PVC Conduit:

- 1. Shall be heavy wall schedule 40 PVC for underground work and extra heavy wall schedule 80 PVC for underground work below vehicular traffic areas. Joints and fittings shall be solvent welded all to ASTM standards for underground installation and in accordance with Article 352 of the National Electric Code.
- 2. May be used in lieu of rigid steel conduit for underground work except as noted in paragraph 2.3, A, 4 above.
- 3. The minimum size for running below slabs shall be 1 1/4" for both feeders and branch circuits.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

4. Joints shall be made watertight.
5. Shall not be embedded in concrete slabs.
6. Shall not be used above ground.
7. Shall not be used for underground horizontal and vertical sweeps, horizontal and vertical sweeps below concrete slabs, or for penetrations through concrete slabs.
8. Furnish conduit system in Prime, Cantex, or JM Eagle.
9. Flexible PVC conduit (ENT) shall not be used.

C. Intermediate Steel Conduit:

1. Shall be manufactured from high strength flat steel that is cold-formed and electrically welded into a uniform tube, shall be hot dipped galvanized with threads galvanized after cutting, and shall be chromated to form an additional protective layer. Intermediate steel conduit shall be UL listed, shall meet the requirements of ANSI C80.6, and shall be as manufactured by Allied Tube and Conduit, Wheatland, or Calconduit..
2. Shall be used in interior locations where conduit is exposed to physical damage, or corrosive or wet environments.
3. Fittings, couplings and connectors shall be threaded and galvanized or cadmium plated.

D. Electrical Metallic Tubing:

1. Shall be manufactured from high grade mild strip steel, shall be hot dipped galvanized, and shall be chromated and lacquered to form additional protective layer. EMT conduit shall conform to UL 797 and ANSI C80.3 and shall be as manufactured by Allied Tube and Conduit, Wheatland, or Calconduit.
2. Connectors and couplings shall be galvanized steel set screw type. Provide gland compression type couplings and connectors for exposed work in wet locations.
3. Shall be used for all interior feeders except where noted differently on the drawings. Provide insulated throat grounding bushings for all feeder conduit connections to switchboards, panelboards, disconnect switches, wireways, and pull boxes.
4. Shall be used for all interior wiring in masonry partitions, above non-accessible ceilings, and where exposed to view.
5. Shall be used for all branch circuit homeruns and closing connections to panelboards. Do not use Type 'MC' cable for wiring exposed to view, in masonry partitions, above non-accessible ceilings, or for branch circuit homeruns.
6. Shall be used for all branch circuits feeding HVAC equipment and equipment requiring 3-Phase power.
7. Shall not be embedded in concrete slabs.

E. Flexible Steel Conduit:

1. Shall be full wall steel flexible conduit, shall be manufactured from high grade strip steel and shall be hot dipped in a molten zinc bath. The steel strip shall be formed into interlocking convolutions that are continuously joined, metal to metal, assuring continuous grounding contact. Flexible steel conduit shall be UL listed

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

and shall be as manufactured by AFC Cable Systems, Greenfield, Anaconda, or Electri-Flex.

2. Flexible steel conduit fittings shall be zinc plated malleable iron squeeze type connectors and zinc plate malleable iron combination couplings
3. May be used in short lengths where EMT cannot be installed due to interferences and obstacles.
4. Provide for final connections to motor driven equipment, transformers, recessed light fixtures, chain hung light fixtures, or where subject to vibration.

F. Liquidtight Flexible Steel Conduit:

1. Shall be similar to flexible steel conduit, but with pressure-extruded moisture and oil-proof outer jacket of gray polyvinyl chloride plastic. Liquidtight flexible steel conduit shall be UL listed (UL 360) and shall be as manufactured by AFC Cable Systems, Anaconda, or Electri-Flex.
2. Fittings, couplings and connectors shall be threaded, zinc plated, malleable iron liquidtight type.
3. Provide where located outdoors or in damp or wet areas for final connections to motor driven equipment, or where subject to vibration.
4. Do not use in environmental air plenum spaces.

G. Sleeves:

1. Provide EMT sleeves for each conduit and cable passing through interior walls, partitions, and floors.
 - a. Set pipe sleeves in place before wall, floor, or partition is finished.
 - b. Support conduit and cable free from sleeves.
 - c. Provide sleeves two pipe sizes larger than the conduit or cable passing through, or provide a minimum of ½" clearance.
2. Provide chrome plated escutcheon plates for each sleeve where exposed to view in finished areas.
3. Provide GPT Industries WSG galvanized steel wall sleeves for each conduit passing through foundation walls. Galvanized steel wall sleeves shall be schedule 40 steel pipe in sizes through 10" diameter and shall have a 0.375" wall thickness for sizes 12" diameter and larger. WSG galvanized steel wall sleeves shall have a 2" collar (water stop) at the mid-point of the sleeve. The 2" collar shall be continuously welded on both sides to the sleeve. Provide GPT Industries Link-Seal modular waterproof seals at all foundation wall sleeves. Where penetrating existing foundation walls provide a core drilled penetration and Link-Seal modular waterproof seal without the galvanized steel wall sleeve.

H. Surface Steel Wireway:

1. Wireways shall be code gauge galvanized steel, manufactured standard sections and fittings, with hinged and/or screw covers, indoors NEMA Type 1/Outdoors NEMA Type 3R, and shall be manufactured by Hoffman, Cooper, Square D, or Wiremold. Wireways shall be sized to code conductor fill requirements and shall be provided as required for job conditions.

2.4 METHODS AND MATERIALS FOR LABELING EQUIPMENT:

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- A. Safety Switches:
 - 1. Non-metallic engraved nameplates shall be used to identify device. Nameplates shall be secured to equipment with two screws or rivets.
 - 2. Letters to be white on black background.
 - 3. Nameplate letters to be 1/4" high.
 - 4. Identification nomenclature shall be in accordance with plans. All name nomenclature shall be submitted for approval.
- B. Identify all fused disconnect switches with installed fuse size, i.e: Maximum fuse size = xxx amps. Identification shall be of the same method as specified in paragraph 2.4.A, except white letters on red background.
- C. Identify the covers of all junction boxes and pull boxes installed above ceilings and in unfinished spaces with branch circuit or feeder designations. Identification shall be done with black felt tip permanent marker in a neat and readily legible manner.
- D. Provide a typewritten adhesive label with an identification legend at the switchboard and at each panelboard identifying the color coding of the ungrounded conductors being supplied by the switchboard and each panelboard.
- E. Indexing and Identification: After installations are complete, provide and mount under sturdy transparent shield in the directory frame of each panel door a neat, accurate and carefully typed directory properly identifying the lighting, receptacles, outlets, equipment and rooms which each branch circuit breaker controls.

2.5 SAFETY SWITCHES:

- A. All safety disconnect switches shall be furnished in heavy duty quick-make, quick-break, interlocking fusible or non-fusible, type as indicated on the drawings. Manufacturer shall be the same as provided for switchgear and panelboards.
- B. Provide enclosures clearly marked for maximum voltage, current and horsepower rating, and:
 - 1. Indoors: NEMA Type 1.
 - 2. Outdoors or Damp or Wet Locations: NEMA Type 3R.
 - 3. Hosedown and Splashing Water Locations: NEMA Type 4.
- C. Furnish and install disconnect switches at each motor location except where combination switches and starters are furnished with equipment by others but are mounted by this contractor.
- D. Furnish and install weatherproof disconnect switch at each exterior located fan or motor location.
- E. Disconnect switches shall be of "lock-out" design to prevent opening of switch when in "ON" position.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

2.6 MOTOR STARTER/DISCONNECTS AND VFD'S:

- A. Combination motor starter/disconnects and variable frequency drives (VFD's) will be supplied by other trades for motor driven equipment provided by them.
- B. The electrical contractor shall install the starter/disconnects and VFD's, and shall provide all power wiring to the units and from the units to the motors they control.

2.7 CONDUCTORS:

- A. Conductors shall be provided in Cerro Wire Manufacture or comparable product in Southwire or Republic Wire.
- B. All feeder conductors shall be copper rated 600 volts, 90 deg. C., dry and wet locations, Type XHHW-2, color coded.
- C. All branch lighting and power conductors shall be copper rated 600 volts, 90 deg. C., dry and wet locations, Type XHHW-2, color coded.
- D. Grounding electrode conductors and bonding conductors shall be soft drawn copper, ASTM B3 solid bare copper for sizes smaller than #8AWG, ASTM B8 concentric stranded bare copper for sizes #8AWG and larger.
- E. Minimum gauge conductors shall be #12 AWG. Increase to #10 AWG for runs exceeding 75'-0", and #8AWG for runs exceeding 150'-0".
- F. Wire Size #8 AWG and larger shall be stranded. Wire of size smaller than #8 AWG shall be solid.
- G. Wire and cable conductors shall be soft drawn copper with conductivity of not less than 98 percent of ANSI Standard for annealed copper. Aluminum conductors shall not be used.
- H. Type 'MC' Cable:
 - 1. Shall be a factory assembly of copper type 'THHN' conductors including a green insulated equipment grounding conductor, with a mylar tape overall assembly covering, housed in a continuous interlocking galvanized steel sheath. Provide with optional insulated bushings.
 - 2. May only be used in dry locations for single phase lighting and receptacle branch circuit wiring where concealed from view above accessible ceilings or in stud walls.
 - 3. Shall not be used in damp or wet locations, where exposed to view, in masonry walls, above non-accessible ceilings, for HVAC equipment, for equipment requiring 3-phase power, for branch circuit homeruns, or for closing connections to panelboards.
 - 4. Shall be as manufactured by AFC Cable Systems, Southwire, or CME.
 - 5. Metal clad cable connectors shall be malleable iron set screw type connectors.

2.8 OUTLET, JUNCTION AND PULL BOXES:

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- A. Provide outlet boxes as required for a complete installation.
- B. Outlet boxes for flush (concealed) work shall be code gauge galvanized steel and shall be of shapes and sizes to suit their respective locations and installations, and shall be provided with covers to suite their function and installation. Outlet boxes shall be equipped with fixture stud or straps where required.
- C. The minimum box size for all flush wall outlet boxes shall be nominal 4 11/16” square x 2 1/8” deep (2-gang) except where noted differently on the drawings. Provide larger size outlet boxes, or gangable type boxes where required for the installation.
- D. For lighting outlets, provide standard 4” octagon units with 4” round flat covers. Provide 3/8” malleable iron fixture studs and box hangers where required. For lighting fixtures make final connection with flexible conduit of sufficient length to allow fixtures to be repositioned.
- E. Surface mounted boxes for switches and receptacles shall be 1-1/2" minimum deep.
- F. For exposed work, provide drawn-type boxes with galvanized steel crushed corner exposed work covers. Provide cast boxes for work exposed to wet locations and where called for on the drawings.
- G. For above ground pull boxes, provide galvanized code-gauge sheet steel units with screwed on covers, of size and shape required to accommodate wires without crowding, and to suit the location. Provide pull boxes as specified herein, as required for job conditions, and as follows:
 - 1. Indoors: NEMA Type 1.
 - 2. Outdoors or Damp or Wet Locations: NEMA Type 3R.
 - 3. Hosedown and Splashing Water Locations: NEMA Type 4.

2.9 WIRING DEVICES:

- A. All devices shall be furnished in Hubbell or comparable product in Cooper or Leviton. Devices specified herein are based on Hubbell unless otherwise noted. Device colors shall be as directed by the Engineer.
- B. Lighting Switches:
 - 1. Toggle Type: Institutional Heavy Duty specification grade, flush mounting, quiet operation AC type with abuse resistant colored nylon toggle operator, heat resistant composition plastic housing, silver cadmium oxide contacts and copper alloy spring contact arm. Rated at 120-277 VAC, capable of full capacity on tungsten or fluorescent lamp load. Designed for side or back wiring with up to No. 10 wire, and with #8 brass terminal screws.

	<u>20 AMP</u>	<u>30 AMP</u>
Single Pole	#HBL1221	#HBL3031
Two Pole	#HBL1222	#HBL3032

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

Three way	#HBL1223	#HBL3033
Four way	#HBL1224	-

- Switch with lighted toggle pilot or pilot light toggle: same as toggle type except with clear polycarbonate lighted toggle(light on with load off) or red polycarbonate pilot light toggle (light on with load on).

	<u>20 AMP</u>	<u>30 AMP</u>
Lighted Toggle	#HBL1221ILC	-
Pilot Light	#HBL1221PL	#HBL3031PL

- Lock Key Type: Same as toggle type except with key operator.

	<u>20 AMP</u>
Single Pole	#HBL1221L
Two Pole	#HBL1222L
Three Way	#HBL1223L
Four Way	#HBL1224L

C. Receptacles:

- Single and duplex convenience receptacles shall be heavy duty specification grade, 2 pole, 3 wire grounding, NEMA 5-20R, rated 20AMP at 125 Volts AC. Receptacles shall have a one-piece all brass wrap around mounting strap with integral ground contacts and ground tension retaining clips, tandem bypass contact, heat resistant thermoplastic rynite base, and high impact nylon face. Receptacles shall be back and side wired, shall have a back wired green ground terminal, automatic ground clip, and threaded brass square head center rivet assembly.

Single Receptacle	#HBL5361
Duplex Receptacle	#HBL5362WR

- Ground Fault Duplex convenience receptacles shall be heavy duty specification grade, 2 pole, 3 wire grounding, NEMA 5-20R, rated 20AMP at 125 volts AC. Receptacles shall have a solid brass wrap around mounting strap with pre-tensioned ground contacts, tandem modified bypass contacts, all glass circuit board with conformal coating for superior moisture immunity, 7 noise filtering capacitors, heat resistant thermoplastic base and high impact nylon face. Receptacles shall be back and side wired and shall have a green ground terminal.

Duplex GFCI Receptacle #GFR5362SG

D. Cover Plates:

- Cover plates shall be specification grade non-magnetic Type 302 stainless steel, brushed finish. Where multiple devices are ganged together they shall be mounted

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

under a common cover plate. Provide switch and receptacle combination plates where switches and receptacles are located together. Cover plates shall be furnished in same Manufacturer as devices.

2. Weatherproof enclosures for outdoor GFCI receptacles shall be cast aluminum, single gang vertical Hubbell #WP26M or single gang horizontal Hubbell #WP26MH. Enclosures shall include gasket and mounting screws, shall have ¼” diameter padlock holes, and shall have large cord openings for use with cover closed.

2.10 FUSES:

- A. Provide current limited, non-renewable fuses, Bussman, Littelfuse, or Gould, UL class J up to 600 Amp and Class L over 600 Amp.
- B. Fuses shall be rated 600V or less A.C., UL listed, and have minimum interrupting rating of 200,000 rms amperes with peak let-through current and maximum clearing values within prescribed UL limits. Fuses for motor feeders or motor circuits shall be Class RK-5 of voltage classification rated for motor with minimum interrupting capacity of 200,000 rms amperes and with minimum time delay of ten seconds at 500%.

2.11 BACKBOARDS:

- A. Backboards shall be constructed of fire retardant plywood sheets, 4’ x 8’ x ¾”.
 1. Paint backboards on all sides with two coats of light gray fire-resistant paint prior to mounting equipment.
 2. Mount backboards on unistrut channel supports.
- B. Provide backboards where indicated on the drawings and for mounting all surface mounted electrical panelboards.

2.12 ACCESS PANELS:

- A. Provide access panels for electrical equipment and wiring splices which are not readily accessible. This includes electrical equipment and wiring splices installed above hung ceilings which are not readily removable, within walls, inside chases, or inside dead cavity spaces.
- B. Access panels shall be prime painted steel, with screwdriver lock, shall bear the same fire rating as the wall or ceiling in which they are installed, and shall be of sufficient size for wiring splice access or electrical equipment removal and replacement. Access panels shall be provided in Milcor manufacture, or approved equal. Provide Milcor Type A in acoustical tile surfaces, Type K for plastered surfaces, and Type M for masonry construction.

2.13 OTHER MATERIALS:

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the contractor subject to the approval of the engineer.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Unless specifically noted or shown otherwise, install all equipment and material specified herein or shown on drawings whether or not specifically itemized herein. PART 3 covers particular installation methods and requirements peculiar to certain items and classes of materials and equipment.
- B. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until satisfactory conditions are corrected.
- C. The electrical drawings are diagrammatic, but are required to be followed as closely as actual construction and work of other trades will permit. Where deviations are required to conform with actual construction and the work of the other trades, make such deviations without additional cost to the Owner.
- D. Data indicated on the drawings and in these specifications are as exact as could be secured, but their absolute accuracy is not warranted. The exact locations, distances, levels and other conditions will be governed by actual construction and the drawings and specifications should be used only for guidance in such regard.
- E. Verify all measurements at the building. No extra compensation will be allowed because of differences between work shown on the drawings and actual measurements at the site of construction.
- F. Do not scale drawings. Scale indicated on drawings is for establishing reference points only. Actual field conditions shall govern all dimensions.
- G. Coordinate:
 - 1. Coordinate as necessary with other trades to assure proper and adequate provisions in the work of those trades for interface with the work of this Section.
 - 2. Coordinate delivery of electrical equipment to project prior to installation. Equipment stored for an extended period of time prior to installation may be subject to rejection by Architect.
 - 3. Coordinate the installation of electrical items with the schedule for work of other trades to prevent unnecessary delays in the total work.
 - 4. Where electrical items are shown in conflict with locations of structural members and mechanical or other equipment, provide required supports and wiring to clear the encroachment.
 - 5. Prior to roughing, the contractor shall obtain exact fixture and device locations from the Owner. Outlet and fixture locations shown on the drawings are to be used

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

for general reference only. Roughing of fixtures and outlets shall not proceed until exact locations, heights, and orientations of fixtures and outlets have been agreed upon with the Owner.

6. Arrange installation to provide access to equipment for easy maintenance and repair.

3.2 INSTALLATION OF RACEWAYS AND FITTINGS:

- A. Install wire and cable in approved raceways as specified and as approved by authorities having jurisdiction.
- B. All conduits shall be concealed from view above ceilings, in chases, and in walls. Conduits may only be installed exposed to view in mechanical and electrical rooms and where run overhead in rooms without ceilings
- C. Run conduit and cable parallel to or at right angles with lines of the building, to present a neat appearance.
 1. Make bends with standard conduit elbows or conduit bent to not less than the same radius.
 2. Make bends free from dents and flattening.
- D. Provide code sized conduit unless a larger size is shown on the drawings or specified herein. Minimum size shall be ¾" diameter.
- E. Securely and rigidly support conduit and MC cable throughout the work with approved conduit clips and hangers all in conformance with code seismic requirements.
 1. Do not use mechanics wire for supporting conduit or MC cable.
 2. Do not support conduits on hung ceilings or from mechanical or electrical equipment.
 3. Steel supports and racks shall be galvanized steel channel and fittings, unistrut or approved equal.
 4. Provide clamps and support rods as required.
 5. Steel support rods or support bolts for conduits shall be 1/8 inch diameter for each inch or fraction thereof of diameter of conduit size, but no rod or bolt shall be less than ¼" in diameter.
 6. Horizontal and vertical conduit supports shall not be more than 10' apart or more than 1' from any fitting.
 7. Install conduit and MC cable so it is not in contact with, or resting on, plumbing, fire protection, or HVAC equipment, piping, or ductwork.
- F. Do not install conduit runs exposed on the building exterior.
- G. Maintain at least 3" clearance between conduits and heating pipes when running parallel to these pipes, and at least 1" clearance when running perpendicular to these pipes.
- H. Provide double locknuts on all conduits terminating in sheet metal enclosures. Provide grounding bushings on all feeder conduits.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- I. Provide expansion couplings for rigid metallic and non-metallic conduits where such conduits are subject to thermal expansion and contraction. Provide combination deflection/expansion couplings for metallic and non-metallic conduits where such conduits cross through building expansion joints.
- J. Provide full wall steel flexible conduit for all conduit penetrations through fire walls. Full wall steel flexible conduit shall be 3-hour through penetration fire wall rated.
- K. Install link-seal waterproof seals around all conduit penetrations through basement walls, floors, or foundation walls.
- L. Where conduit is installed underground or is exposed to weather or wet areas make all joints watertight. Seal all site work open conduit ends containing conductors water tight. Cap all site work open conduit ends that do not contain conductors.
- M. Provide necessary sleeves and chases where conduits and cables pass through floors, walls, ceilings, and roofs, and provide other necessary openings and spaces, all arranged for in proper time to prevent unnecessary cutting. Perform cutting and patching in accordance with the provisions for the original work.
- N. Provide offsets prior to entrance into outlet boxes and other electrical equipment for proper adjustment to finished building surfaces. Exercise care when roughing-in conduits which turn up or down to surface mounted panelboards or cabinets, so that conduit extensions to cabinet will be fitted close to wall. Where possible, provide back entry into surface mounted boxes or equipment items.
- O. Install rigid galvanized steel conduit with ends cut square without sharp edges, threaded, and I.D. reamed to remove any burrs. Field made bends shall be of equivalent radius as factory made bends. Exposed threads shall be kept to a minimum.
- P. Seal around all conduit and cable penetrations through fire rated walls and ceilings with 3M Brand CP25N/S fire barrier caulking.
- Q. Carefully clean and dry all conduit before installation of conductors. Do not pull wires into conduit system until building roof and walls are weather-tight and all rough plastering is completed. Provide Prime conduit plugs and end caps to exclude dust, moisture, plaster, or mortar while building is under construction.
- R. Lubricants or cleaning agents which might have deleterious effect on conductor coverings shall not be used for drawing conductors into raceways.
- S. Provide minimum 3/16 inch diameter twisted nylon fish cord in all empty raceways. Provide tag on each end indicating location of other end. Fish cord shall have minimum of 200 pounds tensile strength.
- T. All wiring shall be installed in electrical metallic tubing unless otherwise specified herein or called for on the drawings.
 - 1. Where conduit is installed underground (buried), provide PVC conduit.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

2. Where conduit is installed embedded in cinder concrete, provide rigid galvanized steel conduit.
3. Provide intermediate steel conduit for exposed conduit installed below 7 feet in areas such as mechanical rooms, or where subject to physical abuse.
4. Use flexible conduit for final connections to motor driven equipment, recessed light fixtures, transformers, or where subject to vibration. Where such equipment is located in wet areas or exposed to weather use liquid-tight flexible conduit. Flexible connections shall be minimum of 18 inches and maximum of 6 feet long with grounding conductor. Flexible connections shall be used prior to attachment of conduit to equipment housing.

3.3 SLEEVES:

- A. Provide EMT sleeves for each conduit and cable passing through interior walls, partitions, and floors.
 1. Set pipe sleeves in place before wall, floor, or partition is finished.
 2. Support conduit and cable free from sleeves.
 3. Provide sleeves two pipe sizes larger than the conduit or cable passing through, or provide a minimum of ½" clearance.
- B. Provide chrome plated escutcheon plates for each sleeve where exposed to view in finished areas.
- C. Provide GPT Industries WSG galvanized steel wall sleeves for each conduit passing through basement walls or foundation walls. Galvanized steel wall sleeves shall be schedule 40 steel pipe in sizes through 10" diameter and shall have a 0.375" wall thickness for sizes 12" diameter and larger. WSG galvanized steel wall sleeves shall have a 2" collar (water stop) at the mid-point of the sleeve. The 2" collar shall be continuously welded on both sides to the sleeve. Provide GPT Industries Link-Seal modular waterproof seals at all foundation wall sleeves. Where penetrating existing basement or foundation walls provide a core drilled penetration and Link-Seal modular waterproof seal without the galvanized steel wall sleeve.
- D. Caulk the space between sleeve and conduit or cable using 3M Brand OP25N/S fire barrier caulking.
- E. Fireproof all penetrations made in fire rated walls or floors with UL approved materials to prevent passage of fire and smoke and maintain original fire rating of floors or walls.

3.4 CONDUCTOR INSTALLATION:

- A. General:
 1. The interior of all conduits shall be cleared of burrs, moisture, dirt and obstructions before wires are pulled.
 2. Lubricant for pulling wires shall be inert to cable and conduit, shall not in any way restrict ease of pulling through conduit with passage of time, and shall be special lubricant designed specifically for cable pulling and shall be chemically compatible with cable.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

B. Color Coding:

1. Consistent phase identification of all conductors shall be maintained as follows:

	<u>120/208V</u>	<u>277/480V</u>
Phase A	Black	Brown
Phase B	Red	Orange
Phase C	Blue	Yellow
Neutral Wire	White	Natural Grey

Provide colored plastic tape of specified color code identification for large size conductors available only in black. Wrap tape three complete turns around conductor, at ends and at connections and splices. Provide same color coding for switch legs as corresponding phase conductor.

C. Minimum Conductor Sizes:

1. The minimum branch circuit conductor size shall be #12AWG. Provide #10AWG conductors for branch circuits where the conductor run exceeds 75 feet, and #8AWG conductors where the conductor run exceeds 150 feet.

- D. Provide the number of conductors required for a given branch circuit, or as required for circuitry, whether indicated on the drawings or not.

E. Neutral Conductors:

1. All branch circuits shall be installed with a separate neutral conductor. Shared neutrals for groups of branch circuits shall not be permitted.

- F. Provide each circuit with a dedicated ground wire back to its respective panel ground bar. Size all ground wires in accordance with NEC requirements. Use #12 minimum size.

- G. MC cable may only be used in dry locations for single phase lighting and receptacle circuits where concealed above hung ceilings or in stud walls. Homeruns shall be conductors in conduit. MC cable shall not be used in masonry partitions, above non-accessible ceilings, for branch circuit homeruns, or where exposed to view.

1. MC cable shall be supported from the building structure using hangers, clips, and approved plenum rated plastic ties. In lay-in ceiling areas the cable shall not rest on ceiling grid or tiles, and shall not be tied to the ceiling grid wire hanging system. Do not use mechanics wire for supporting or securing MC cable.

- H. Identify conductors passing through pull boxes, junction boxes, and wireways to indicate circuit designation. Identify pull boxes and junction boxes as specified herein.

- I. Phase conductors shall be connected to phase supply mains in proper rotation to assure balanced condition on panel. Circuit numbers assigned on drawings are for convenience only. Provide typed circuit directories for all panelboards at conclusion of work, representing circuits as actually connected to panelboard.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- J. Branch circuit wiring and arrangement of home runs have been designed for maximum economy consistent with adequate sizing for voltage drops, circuit ampacities and other considerations.
1. Install the wiring with circuits arranged as shown on the drawings, except as otherwise approved in advance by the Architect and Engineer.
 2. Do not make changes and rearrange circuits without prior approval.
 3. If more than 3 current carrying conductors are installed in one conduit they shall be derated in accordance with the National Electric Code. Do not install more than three 30 Amp single phase or four 20 Amp single phase circuits in the same conduit.
- K. Splices and Connections:
1. Makes splices electrically and mechanically secure with pressure-type connectors.
 - a. For wires size #8AWG and smaller, provide solderless, screw-on connectors, “Scotch-Lock” or equal, 600V rating, of size and type to manufacturer’s recommendation, with temperature ratings equal to the conductor insulation.
 - b. Make splices and terminations to conductors #6AWG and larger with corrosion-resistant, high conductivity, pressure indent, hex screw or bolt clamp connectors, with or without tongues, designed specifically for intended service. Connectors for cables 250 kcmil and larger shall have two clamping elements or compression indents. Terminals for bus connections shall have two bolt holes. Splitbolt connectors, Burndy, IlSCO, or Greaves, shall be acceptable for all splices of conductors #6AWG and larger.
 2. Insulate splices with a minimum of two layers of all weather, heavy duty, abrasion resistant, 8.5 mil thick, 105 degree C. rated vinyl electrical tape where insulation is required. Tape splices 1 ½ times the thickness of the conductor insulation.
 3. Provide high conductivity copper alloy bolt-on lugs with pressure plate and socket set screw or hex head screw to attach wire and cable to disconnect switches, transformers, and other electrical equipment as required.
 4. Provide cable reducing adaptor plugs where required for terminating oversize cable to standard size equipment lugs. Conductor strands shall not be cut in order to fit equipment lugs.
 5. Provide antioxidant joint compound for all conductor connections.

3.5 OUTLET BOXES:

- A. Obtain exact locations of outlets and fixtures from Owner prior to roughing. Make reasonable changes, as defined by Owner in location of outlets and equipment prior to roughing, at no additional cost. Give particular attention to outlets installed in and around casework.
- B. All outlet boxes in finished areas shall be concealed from view above hung ceilings or recessed (flush) in walls and floors. Outlet boxes may only be exposed to view or surface

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

mount type in mechanical and electrical rooms, for feeding items overhead in rooms without ceilings, and for surface mount devices on existing walls.

- C. Install outlet boxes at uniform heights and straight and true with reference to walls, floors, ceilings and casework.
- D. Provide knockout plugs in boxes with unused openings.
- E. Secure all outlet boxes to building structure with metal straps, rods, or bolts independently of entering conduits or cables.
- F. Provide bar hanger outlets in hollow framed partitions with bar hanger secured to partition studs with self-threading screws, or drill through hangers with Caddy or equal clips.
- G. Provide horizontal separation for outlet boxes mounted on opposite sides of common wall. Back to back or thru-wall boxes will not be permitted.

3.6 PULL BOXES AND JUNCTION BOXES:

- A. Provide pull boxes and junction boxes where shown on the plans and where required to facilitate proper pulling of wires and cables. Install pull boxes no less than one every 100 ft. of straight horizontal conduit run, or three 90 degree bends, unless otherwise noted.

3.7 WIRING DEVICES:

- A. Wherever possible install switches directly adjacent to the strike side of door. Check architectural drawings for door swing.
- B. Device mounting heights indicated below are general. Refer to drawings for special cases. Mounting heights are to centerline of device whether shown on plans or indicated below.

Receptacles	1'-6" AFF	Switches	4'-0" AFF
-------------	-----------	----------	-----------

- C. Install receptacles vertically with grounding posts at top of device, except locate grounding post to left for horizontal mounting.

3.8 WIRING DEVICE PLATES:

- A. Set plates so that all edges are in contact with mounting surface. Provide common device plate for multi-device locations.
- B. Provide electric outlet and switch sealers for all receptacles, switches and technology outlets installed at exterior walls.
- C. Align all wall plate screws with screw slots aligned in the vertical position.

3.9 MOTOR POWER AND CONTROL WIRING:

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- A. Contractor shall provide and be responsible for the complete power wiring of all motors and motorized equipment.
- B. Furnish proper overload and short circuit protection for all new motors. Provide a combination thermal overload and disconnect for switch all equipment using fractional horsepower motors.
- C. Check electrical connections and sizing of motor circuit protection and prevent damage to motor and equipment from incorrect direction of rotation.
- D. Provide mounting for motor and equipment disconnect switches adjacent to motor and supported independent of motor.
- E. Motor starters and disconnects, where grouped, shall be mounted on ¾” thick fire retardant plywood mounting boards painted with light gray fire resistant paint.
- F. Provide interlock wiring where required for motors and controllers, whether shown on the drawings or not.
- G. Connections to miscellaneous building equipment:
 - 1. Wire to and connect to, all items of building equipment not specifically described in this Section but to which electrical power is required.
 - 2. Coordinate as necessary with other trades and suppliers to verify types, numbers and locations of equipment.

3.10 GROUNDING SYSTEM:

- A. Provide a complete grounding system which will thoroughly ground the non-current carrying metal parts of every piece of installed equipment, as described herein and as indicated on the drawings.
- B. System shall be mechanically and electrically connected to provide an independent return path to the grounding sources.
- C. Each grounding conductor shall have a minimum capacity of 25 percent of the rated capacity of the equipment it grounds, unless otherwise indicated.
- D. The minimum size of grounding conductors shall be No. 12 AWG copper. Insulation color of grounding conductors shall be green.
- E. Provide insulated throat grounding bushings at all feeder conduit connections to switchboards, panelboards, disconnect switches, wireways, and pull boxes. Connect grounding bushings within each enclosure, backbox, wireway, or pull box by #4 AWG bare copper bonding conductor connected to a grounding lug welded to the enclosure, backbox, wireway, or pull box.
- F. Provide a separate green ground conductor for each feeder and branch circuit.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- G. Grounding of Motors: Motors shall be grounded by connecting a green covered conductor from a grounding bushing in the starter to the motor frame. Conductor shall be installed in the conduit with the circuit conductors and terminated in the motor connection box, providing the terminal is mechanically connected to the frame. If this is not feasible, grounding conductor from the starter shall be extended through an insulated bushed opening in the connection box and connected to motor base.
- H. Tests: Entire system shall be thoroughly tested on completion for ground continuity and capacity. Provide not more than 10 ohms resistance between main ground system and equipment frame system neutral and/or derived neutral point.

3.11 SPECIAL REQUIREMENTS:

- A. Wiring shall be bundle tied where passing through pull boxes, wireways, and panelboards in neat and orderly manner with plastic cable ties. Cable ties shall be Ty-Raps as manufactured by Thomas & Betts, or equal.
- B. Turn branch circuits and auxiliary system wiring out of wiring gutters at 90 degrees to circuit breakers and terminal lugs.
- C. Provide two spare 1 1/2 inch conduits for flush panels. Conduits shall extend from top of each panel to one foot above hung ceilings, turn out from wall toward panel access side and terminate with nylon bushing.
- D. Provide miscellaneous hardware and support accessories, including support rods, nuts, bolts, screws, and other such items, with galvanized or cadmium plated finish, or other approved rust inhibiting coatings.
- E. Unload electrical equipment and materials delivered to site. Pay cost for rigging, hoisting, lowering and moving electrical equipment on site, in building or on roof. During construction provide additional protection against moisture, dust accumulation and physical damage of electrical equipment. Provide temporary heaters within units, as approved to evaporate excessive moisture and provide ventilation as required.

3.12 TESTING AND INSPECTION:

- A. Provide personnel and equipment, make required tests, and secure required approvals from the Architect and governmental agencies having jurisdiction.
- B. When material and/or workmanship is found to not comply with the specified requirements, within three days after receipt of notice of such non-compliance remove the non-complying items from the job site and replace them with items complying with the specified requirements, all at no additional cost to the Owner.
- C. Perform all required adjustments and settings. Verify and correct deficiencies as necessary including voltages, tap settings, trip settings and phasing of equipment from distribution system to point of use.
- D. Provide all necessary testing equipment.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- E. Test wiring, buswork, and connections for continuity and ground by “megger” test. Minimum insulation resistance between conductors and ground shall be as follows:
 - 1. For circuits of #14 or #12 AWG wire: 1,000,000 ohms.
 - 2. Conductor current carrying capacities from 25 to 50 amperes, inclusive: 250,000 ohms.
 - 3. Conductor current carrying capacities from 51 to 100 amperes, inclusive: 100,000 ohms.
 - 4. Conductor current carrying capacities from 101 to 200 amperes, inclusive: 50,000 ohms.
 - 5. Conductor current carrying capacities from 201 to 400 amperes, inclusive: 25,000 ohms.
 - 6. Conductor current carrying capacities from 401 to 800 amperes, inclusive: 12,000 ohms.
 - 7. Conductor current carrying capacities over 800 amperes: 5,000 ohms.

- F. Main ground electrode system shall not exceed 10 ohms unless specified otherwise.
 - 1. Verify ground resistance by ground continuity test between main ground system and equipment frame system neutral and/or derived neutral point.
 - 2. Perform ground continuity test by passing minimum of ten Amps DC between ground reference system and ground point. Calculate resistance by voltage drop method.

- G. In the Owner’s Presence:
 - 1. Test all parts of the electrical system and prove that all such items provided under this Section function electrically in the required manner.

- H. Balance all panels as follows:
 - 1. Turn on all lighting and equipment served by a panel and measure the current in each branch circuit phase and neutral conductor and in each phase and neutral bus-bar. Log all measurements taken and then correct imbalance by substituting branch circuits from phase to phase until optimum balance is achieved. Log all final current measurements and submit for the Engineer’s review.
 - 2. Also measure and log voltages between each phase bus-bar and between each phase bus-bar and neutral bus-bar and submit measurements for the Engineer’s review.

3.13 PROJECT COMPLETION:

- A. Upon completion of the work of this Section, thoroughly clean all exposed portions of the electrical installation, removing all traces of soil, labels, grease, oil and other foreign material, and using only the type cleaner recommended by the manufacturer of the item being cleaned.

**CITY OF MERIDEN BOARD OF EDUCATION
HANOVER ELEMENTARY SCHOOL
NEW AIR CONDITIONING SYSTEM
MERIDEN, CONNECTICUT**

- B. Vacuum all exteriors and interiors of switchboards, panelboards, safety switches, and equipment racks to remove all dust, dirt, cable clippings, etc.
- C. Equipment with damage to painted finish shall be repaired to satisfaction of the Owner.
- D. On the first day the facility is in operation, for at least eight hours, at a time directed by the Owner, provide a qualified foreman and crew to perform such electrical work as may be required by the Owner.
- E. Thoroughly indoctrinate the Owner's operation and maintenance personnel in the contents of the operations and maintenance manual required to be submitted under these Specifications.

3.14 EQUIPMENT SPECIFIED:

- A. Contractor shall furnish equipment or systems in manufacturers specified or named herein or on the drawings. No other manufacturers shall be considered.

END OF SECTION 26 05 00



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

NOTICE

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

Inquiries can be directed to 860.263.6790.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

Contracting Agency Certification Form

I, _____, acting in my official capacity as _____,
Authorized Representative Title

for _____, located at _____,
Contracting Agency Address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
Project name and number Address

shall be \$_____, which includes all work, regardless of whether such project
contains of one or more contracts.

Contractor Information

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

WEEKLY PAYROLL

CONTRACTOR NAME AND ADDRESS:											SUBCONTRACTOR NAME & ADDRESS				WORKER'S COMPENSATION INSURANCE CARRIER						
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS									POLICY #				EFFECTIVE DATE:		EXPIRATION DATE:				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
				S	M	T	W	TH	F	S				Total O/T Hours	FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING			LIST OTHER	
			Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY							TOTAL FRINGE BENEFIT PLAN CASH										
												\$	1. \$								
												Base Rate	2. \$								
													3. \$								
													4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								
												\$	1. \$								
												Base Rate	2. \$								
													3. \$								
													4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								

12/9/2013 *IF REQUIRED
WWS-CPI

*SEE REVERSE SIDE

PAGE NUMBER ____ OF

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

 (Signature) (Title) Submitted on (Date)

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109										
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										WEEKLY PAYROLL										
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389				WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09						
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS DOT 105-296, Route 82								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
														FEDERAL	STATE	LIST OTHER				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH	F	S	Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	WITH-HOLDING	WITH-HOLDING	LIST OTHER				
				DAY AND DATE																
				HOURS WORKED EACH DAY																
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		40	S-TIME	1. \$ 5.80	\$1,582.80				P-xxxx	\$1,582.80	#123
												2. \$	\$ xxx.xx							
												3. \$ 2.01								
												4. \$								
												5. \$								
												6. \$								
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		40	S-TIME	1. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124
												2. \$	\$xxx.xx							
												3. \$								
												4. \$								
												5. \$								
												6. \$								
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					8	S-TIME	1. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		xxx.xx
												2. \$								
												3. \$								
												4. \$								
												5. \$								
												6. \$								
												S-TIME	1. \$							
												2. \$								
												3. \$								
												4. \$								
												5. \$								
												6. \$								

7/13/2009 *IF REQUIRED
WWS-CP1

*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

Information Bulletin ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6790.

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Important Information:

Welders: Rate for craft to which welding is incidental.

*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

**Note: Hazardous waste premium \$3.00 per hour over classified rate

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE
– New Air Conditioning System at Hanover Elementary School

THIS AGREEMENT is dated as of the _____ day of _____ by and between the City of Meriden, 142 East Main Street Meriden, CT 06450 hereinafter called OWNER and _____ hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: for the construction of concrete sidewalks, curbs, and ramps on Warren Street between Britannia Street and Bunker Avenue, Silver Street between Broad Street and Oak Street, Washington Street between Lincoln Street and Grove Street, Park Place between Hanover Street and Lambert Avenue, and Hanover Street (West Side) between Winthrop Terrace and Park Place. The project will construct approximately 27,000 SF of sidewalk, 8,800 SF of driveway apron, 5,590 LF of concrete curb, and 1,500 SF of handicap ramps.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: for the construction of concrete sidewalks, curbs, and ramps on Warren Street between Britannia Street and Bunker Avenue, Silver Street between Broad Street and Oak Street, Washington Street between Lincoln Street and Grove Street, Park Place between Hanover Street and Lambert Avenue, and Hanover Street (West Side) between Winthrop Terrace and Park Place. The project will construct approximately 27,000 SF of sidewalk, 8,800 SF of driveway apron, 5,590 LF of concrete curb, and 1,500 SF of handicap ramps.

Article 2. ENGINEER.

The Project has been designed by The Department of Public Works/Engineering Division who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the contract documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed by June 1, 2023, after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07B of the General Conditions by June 1, 2023 after the date when the Contract Times commence to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay

OWNER Two Hundred Fifty Dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Hundred Fifty Dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work, other than Unit Price Work, a Lump Sum of:

Figures:

Written: _____

All specific cash allowances are included in the above price and have been computed in accordance with 11.02 of the General Conditions;

Plus
4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2:

UNIT PRICE WORK

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
-----	------	------	--------------------	------------	-----------------

TOTAL OF ALL UNIT PRICES:

_____ \$ _____
Written Figures

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03C of the General Conditions.

(The Bid may be attached. Any attachments and/or exhibits attached should be listed in Article 8).

If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions.

Article 5. PROGRESS PAYMENTS.

- 5.1 Based upon applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- 5.3 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This Schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 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 total Contract Sum allocated to that portion of the work in the Schedule of Values, less retainage of five percent (5 percent). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in appropriate sections of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 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 five percent (5 percent).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 14.02.B.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances;

(Not applicable)

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95) of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims; and

Standard Form of Agreement: Page 4

5.7.2 Add, if final completion of the Work is thereafter materially delayed, through no fault of the Contractor, additional amounts payable in accordance with Paragraph 14.08 of the General Conditions.

5.8 Reduction or limitation of retainage, if any shall be as follows:

(Not applicable)

5.9 Progress payment requisitions are due monthly on last day of the month for work completed during the contract period. Requisitions are to be sent to the Architect/Engineer and/or City of Meriden Department responsible for management/administration of the contracted work.

Certified Payroll for construction contracts that require State of Connecticut Prevailing Wage Determinations are required for each week of work by the Contractor and any or all the Contractor's Subcontractors and are due monthly with each requisition. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

For federally funded construction contracts with Davis Bacon Wage Determinations, Certified Payroll for all employees of the Contractor and any or all of the Contractor's Subcontractors are required to be submitted weekly to the Architect/Engineer and to the City of Meriden Purchasing Department. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. Employees on the construction site will be interviewed by City of Meriden Staff and/or City of Meriden subcontracted Project Management/Clerk-of-the-Works/Owner's Representatives for Davis Bacon compliance. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

Article 6. INTEREST.

No interest shall be due or paid on any monies not paid when due.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda listed in paragraph 8 and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not
Standard Form of Agreement: Page 5

Contract Documents and may not be complete for Contractor's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and Data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may

affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1. This Agreement.

8.2. General Conditions and Supplemental General Conditions.

8.3. Notice of Award – **Attachment A**

8.4. Performance, Payment, and other Bonds – **Attachment B**.

8.5. Insurance certificate – **Attachment C**

8.6. Contractor's Bid Proposal, Non-Collusive Bid Statement, Bidder's Qualification Statement, St of CT Forms that are applicable - **Attachment D**

8.7. Connecticut Department of Labor – Wage and Workplace Standards Division.

8.8. **“By Reference”**: The complete Specifications as included in the bidding documents bearing the title.

8.9. **“By Reference”**: List of Drawings: Sheet No's. ___ through ___ included in the bidding documents. The above documents are on file in the City of Meriden's Purchasing Department.

Standard Form of Agreement: Page 6

8.10. Addenda numbers _____.

(Those addenda which pertain exclusively to the bidding process need not be listed.)

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All-Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

WITNESS WHEREOF, the parties hereto have affixed their names and seals.

THE CITY OF MERIDEN

CONTRACTOR:

Timothy P. Coon, City Manager
Duly Authorized

Duly Authorized

Date: _____

Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology.....	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents	6
2.03 Commencement of Contract Times; Notice to Proceed.....	6
2.04 Starting the Work	7
2.05 Before Starting Construction.....	7
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules	7
Article 3 – Contract Documents: Intent, Amending, Reuse.....	8
3.01 Intent	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	9
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents.....	10
3.06 Electronic Data	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	11
4.01 Availability of Lands	11
4.02 Subsurface and Physical Conditions	11
4.03 Differing Subsurface or Physical Conditions	12
4.04 Underground Facilities	13
4.05 Reference Points.....	14
4.06 Hazardous Environmental Condition at Site	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers	16
5.03 Certificates of Insurance.....	17
5.04 Contractor’s Insurance.....	17
5.05 Owner’s Liability Insurance	19
5.06 Property Insurance	19
5.07 Waiver of Rights.....	20
5.08 Receipt and Application of Insurance Proceeds	21

5.09	Acceptance of Bonds and Insurance; Option to Replace.....	21
5.10	Partial Utilization, Acknowledgment of Property Insurer	22
Article 6 – Contractor’s Responsibilities		22
6.01	Supervision and Superintendence	22
6.02	Labor; Working Hours	22
6.03	Services, Materials, and Equipment.....	22
6.04	Progress Schedule.....	23
6.05	Substitutes and “Or-Equals”	23
6.06	Concerning Subcontractors, Suppliers, and Others	25
6.07	Patent Fees and Royalties.....	27
6.08	Permits	27
6.09	Laws and Regulations	28
6.10	Taxes.....	28
6.11	Use of Site and Other Areas	28
6.12	Record Documents	29
6.13	Safety and Protection.....	29
6.14	Safety Representative	30
6.15	Hazard Communication Programs.....	30
6.16	Emergencies.....	30
6.17	Shop Drawings and Samples.....	31
6.18	Continuing the Work.....	32
6.19	Contractor’s General Warranty and Guarantee.....	33
6.20	Indemnification.....	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site		35
7.01	Related Work at Site.....	35
7.02	Coordination	35
7.03	Legal Relationships	36
Article 8 – Owner’s Responsibilities		36
8.01	Communications to Contractor	36
8.02	Replacement of Engineer	36
8.03	Furnish Data	36
8.04	Pay When Due	36
8.05	Lands and Easements; Reports and Tests	36
8.06	Insurance.....	36
8.07	Change Orders	37
8.08	Inspections, Tests, and Approvals.....	37
8.09	Limitations on Owner’s Responsibilities.....	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements.....	37
8.12	Compliance with Safety Program	37
Article 9 – Engineer’s Status During Construction		37
9.01	Owner’s Representative	37

9.02	Visits to Site.....	37
9.03	Project Representative.....	38
9.04	Authorized Variations in Work.....	38
9.05	Rejecting Defective Work.....	38
9.06	Shop Drawings, Change Orders and Payments.....	39
9.07	Determinations for Unit Price Work.....	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work.....	39
9.09	Limitations on Engineer’s Authority and Responsibilities.....	39
9.10	Compliance with Safety Program.....	40
Article 10 – Changes in the Work; Claims.....		40
10.01	Authorized Changes in the Work.....	40
10.02	Unauthorized Changes in the Work.....	41
10.03	Execution of Change Orders.....	41
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 – Cost of the Work; Allowances; Unit Price Work.....		42
11.01	Cost of the Work.....	42
11.02	Allowances.....	45
11.03	Unit Price Work.....	45
Article 12 – Change of Contract Price; Change of Contract Times.....		46
12.01	Change of Contract Price.....	46
12.02	Change of Contract Times.....	47
12.03	Delays.....	47
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....		48
13.01	Notice of Defects.....	48
13.02	Access to Work.....	48
13.03	Tests and Inspections.....	49
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	50
13.06	Correction or Removal of Defective Work.....	50
13.07	Correction Period.....	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work.....	52
Article 14 – Payments to Contractor and Completion.....		52
14.01	Schedule of Values.....	52
14.02	Progress Payments.....	52
14.03	Contractor’s Warranty of Title.....	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization.....	56
14.06	Final Inspection.....	57
14.07	Final Payment.....	57
14.08	Final Completion Delayed.....	58

14.09 Waiver of Claims.....	58
Article 15 – Suspension of Work and Termination.....	59
15.01 Owner May Suspend Work.....	59
15.02 Owner May Terminate for Cause.....	59
15.03 Owner May Terminate For Convenience	60
15.04 Contractor May Stop Work or Terminate.....	60
Article 16 – Dispute Resolution.....	61
16.01 Methods and Procedures	61
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times.....	62
17.03 Cumulative Remedies	62
17.04 Survival of Obligations	62
17.05 Controlling Law.....	62
17.06 Headings	62

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

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

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

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

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed 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 Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

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

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

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

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
 1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

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

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTAL GENERAL CONDITIONS

GENERAL CONDITIONS

The General Conditions of the Contract for Construction, EJCDC Document C-700, 2007 Edition, as bound herewith, shall be the General conditions of the Contract, except as amended by these Supplemental General Conditions

CHANGES AND ADDITIONS TO VARIOUS ARTICLES OF THE GENERAL CONDITIONS

Article 1 Definitions

Article 1 is hereby modified as follows:

Delete the definition "Notice to Proceed"

Article 2 Preliminary Matters

Article 2.02 is modified as follows:

DELETE Article 2.02 in its entirety

Article 2.03 is modified as follows:

30th day is changed to 10th day, and delete "A Notice to Proceed...earlier"

Article 3 Reporting and Resolving Discrepancies

Article 3.03A.# - change "unless" to "that" and add knowledge thereof, or should have had knowledge of....

Article 4 Availability of lands

Article 4.01B – delete "as necessary for giving notice of or filing a mechanics or construction lien against such lands in accordance with applicable Laws & Regulations."

Article 4.06G – Hazardous Environmental Conditions at Site - Delete in its entirety

Article 5 Bonds and Insurance

Delete Article 5 in its entirety and substitute the following:

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor shall, within ten (10) days from the date of the Notice of Award, furnish the City of Meriden with a PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at anytime a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any other justifiable cause, the Contractor shall, within ten (10) days after notice from the City of Meriden to do so. substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be

paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized officer, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Meriden (and others as appropriate) as ADDITIONAL INSURED. If said documents are not received by the City of Meriden within ten (10) days from the date of Notice of Award, the City of Meriden reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal hereinafter called contractor and

(here insert full name and address or legal title of Surety)

As Surety, hereinafter called Surety, are held and firmly bound unto

(here insert full name and address or legal title of Owner)

As Oblige, hereinafter called Owner, in the amount of

Dollars \$ _____

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated

(here insert full name, address and description of project)

20 , entered into a contract with Owner for

In accordance with Drawings and Specifications prepared by

(here insert full name and address or legal title of Engineer/Architect)

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

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor, shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives, notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default of a succession of

defaults, under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

20

(Witness)

(Principal)

(Title)

(Surety)

(Witness)

(Title)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(here insert full name and address or legal title of Contractor)

as Principal, herein after called Principal, and

(here insert full name and address or legal title of Surety)

As Surety, hereinafter called Surety, are held and firmly bound unto

(here insert full name and address or legal title of Owner)

As Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of _____ **Dollars \$** _____

For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____

(here insert full name, address and description of project)

20____, entered into a contract with Owner for

In accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Engineer/Architect)

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

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelop addressed to the Principal Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

20

(Witness)

(Principal)

(Title)

(Surety)

(Witness)

(Title)

INSURANCE REQUIREMENTS

*

All insurance coverage shall be provided by the Contractor and by or for any of their Subcontractors at no additional expense to the City. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the City from requesting additional limits and coverage provided under the Contractor's policies and/or their Subcontractors' policies. The Contractor shall either require each of their Subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the Contractor shall secure the coverage for all Subcontractors under the Contractor's own policies.

The Contractor and/or Subcontractors shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut. (Insurance carriers shall be rated an A or higher by AM Best Co.)

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Contractor and/or Subcontractors agree that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Contractor and/or subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Contractor and/or subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance's held by the City.

The Contractor and/or Subcontractor shall provide coverage's that are not impaired or the aggregate is not to be impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Contractor and/or Subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- Name of Insurance Carrier writing policy
- Name Insured
- Address of Named Insured
- Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- Policy Periods (effective and expiration dates)
- Limits of liability and terms
- Brief description of operations performed and property covered
- Name and address of certificate holder
- Authorized agent's name and address
- Date and signature of the issuing agent (original only)
- All additional named insured endorsement
- All cross liability endorsements
- All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance)

Each insurance policy (with the exception of OCP shall contain an endorsement naming the City as an Additional Insured, evidence of a Cross Liability endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds. The Contractor shall provide 60 Day advance Notification** to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.**

**Amended 01/13/14

The Contractor and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the Contractor's insurer to recover any payments made on behalf of the Contractor and/or Subcontractor.

All insurance policies provided by the Contractor and/or Subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew , or any other cause, the City shall order the cessation of all activities** until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the City, or other parties to the contract.

**Amended 01/13/14

The Contractor and their Subcontractors shall indemnify and save harmless the City of Meriden, and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees, volunteer workers, commissioners, and any affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the City of Meriden, or as may now or hereinafter be constituted or established from and against all claims, damages, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and their Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor and their Subcontractors shall, during the execution of the work, take necessary precautions and place proper guards for the prevention of accidents; shall set up all night suitable and sufficient lights and barricades; shall fully comply with the latest revisions of the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations, including any all amendments, revisions, and additions thereto, and shall indemnify and save harmless the City of Meriden and their additional named insured and their employees, officers, agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may incur by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness. negligence, or carelessness in the execution of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in execution of the work, or by or on account of any direct or indirect act or omission of the Contractor of their Subcontractors or their employees or agents.

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

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to; 1) all employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage in or on the site, under the care, custody, or control of the Contractor or any of their Subcontractors; and 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

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

The Contractor and/or subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the Contractor and/or their Subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The contractor shall designate a responsible member of their 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 City.

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss.

The Contractor, Subcontractor, and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the City. Nothing shall limit the City of Meriden from utilizing the defense of governmental immunity.

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Umbrella/Excess shall state that it follows form over General Liability, Auto Liability and Workers Compensation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of an “A-“ VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

Article 6 Substitutes and “or equals”

Article 6.05.2.A – After Contractor add “or Owner”

Article 6.05.2.2E – Substitute Items - Add the words “If, in the owner’s opinion, the number of substitutions is excessive” after “reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitutes”.

Add the following paragraph 6.09D:

The requirements of subparagraph 6.09 do not waive the Contractor’s responsibility of complying with the requirement of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations and orders of any public authority bearing the work.

Delete Article 6.10 in its entirety and substitute the following:

Under the terms of Regulation 16, referring to Contractors and Subcontractors issued by the State Tax Commission in administration of the State Sales and Use Tax, the Contractor may purchase materials or supplies to be consumed in the performance of this Contract without payment of Tax and shall not include in his Bid nor charge any Sales or Use Tax on any materials or labor provided.

Amend Article 6.12 to read:

“Contractor shall maintain in a safe place at the Site two (2) record copies...”

Add the following to article 6.13:

6.13.A.4 Protection in general shall consist of the following:

6.13.A.5 The Contractor shall furnish approved hard hats, other personal, protective equipment as required, approved first aid supplies, name of first aid attendant, and a posted list of emergency facilities.

6.13.A.6 The Contractor shall take prompt action to correct any hazardous conditions reported.

6.13.A.7 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment, and for temporary shoring, bracing and tying.

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all Standards and Regulations which have been promulgated by the Governmental Authorities which administer such acts; and said Requirements, Standards and Regulations are incorporated herein by reference.

The Contractor shall be directly responsible for compliance therewith on the part of its agents employees, material men and Subcontractors, and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men or Subcontractors, to so comply.

The Contractor shall indemnify the Owner and the Engineer and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney’s fees incurred by the Owner and the Engineer by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and local, which are currently in effect or which become effective in the future, by the Contractor, his Subcontractors or material men.

6.16 Emergencies

Add 6.16.B – The Contractor shall provide the Owner with at least two (2) phone numbers in case of emergency.

Article 8 – Replacement of Engineer

Delete 8.02 in its entirety

8.06 – Insurance

8.06A – Delete Article 5, Add Supplemental General Conditions

Article 9 - Engineer's Status During Construction

Revise 9.03.B to read:

In addition to the Engineer, The Owner may employ a Clerk-of- the Works shall be authorized to observe all material, workmanship and equipment for compliance with the Contract Documents' requirements of tests and safety provisions, and report any variance to the Engineer. He shall have no authority to interpret, vary or suspend the requirements of the Contract.

The Clerk-of-the-Works will keep records of material deliveries, weather conditions and manpower; he will monitor compliance with the approved Construction Schedule and the Equal Employment Provisions.

The Contractor shall cooperate with the Clerk-of-the-Works in the performance of his duties, and shall provide access to all portions of the work and information required for his records. Any requests for modification of the Contract provisions or working procedures shall be reviewed with the project representative prior to making submittal(s) to the Engineer.

Cost of Work, Allowances; Unit Price Work

Article 11 is hereby modified as follows:

Add the following Articles:

11.03D Delete the entire paragraph and substitute the following:

It is understood and agreed that the prices bid for the various units of construction shall control in any Contract awarded hereafter. The City of Meriden reserves the right to revise the estimated quantities with no fixed limits set nor extra compensation allowed other than the above stated unit prices.

Article 12 – Change of Contract Price and Change of Contract Time

Add the following:

12.01.B.4 - The Contractor, when performing work under article 11.3.3 shall, upon request, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including, but not limited to, certified payrolls, and copies of accounts, bills and vouchers to substantiate the above estimates.

Add 12.04.1 -The Contractor guarantees that he can and will complete the work within the time specified or within the time as extended as provided elsewhere in the Contract Documents. Inasmuch as the damage and loss to the City of Meriden which will result from the failure of the Contractor to complete the work within the stipulated time will be most difficult or impossible of accurate assessment, the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the sum of \$250.00 each calendar day (Sundays and Holidays included) by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The City will deduct and retain out of any money due to become due hereunder, the amount of liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the City.

Article 13 - Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work

Article 13.02 is modified to include the following:

The Contractor shall make every effort to minimize damage to all access routes, and he shall acquire all necessary permits for working in, on or from public streets or rights of way and for securing access rights of their own.

All costs of the removal and restoration to original condition of walls, fences and structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the City and all utilities of any intended modifications or disruption to their property prior to the start of construction, and shall cooperate with them in the scheduling and performance of this operation.

Article 14 Payments to Contractor and Completion

Modify 14.02.D.4 to read:

Payments may be withheld to Contractors who are in default through debt or contract to the City.

14.07C – Change “thirty days” to “forty five (45) days”

Delete 14.09A in its entirety.

Article 15 Suspension of work and termination

Delete 15.03.3 in its entirety.

15.04B – Change 30 to 45 and change “30 days to pay” to 60.