Invitation to Bid (ITB) FM62103

D6 HQ Materials Testing Lab Upgrade

IDAHO TRANSPORTATION DEPARTMENT

District 6
206 N Yellowstone Hwy.
Rigby, Idaho 83442

Date of Issuance: November 9, 2020

Administrative Information

ITB Title:	D6 HQ Materials Testing Lab Upgrade
ITB Project Description:	Materials Testing Lab Upgrade
ITB Lead:	Maria Horn, Facilities Management Contracting Officer Idaho Transportation Department 3311 W State St Boise, Idaho 83703 E-mail: `maria.horn@itd.idaho.gov` Phone: (208) 334-8606
Submit sealed bid: BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY ITD PRIOR TO THE CLOSING DATE AND TIME.	Address for Couriers/Physical Address 3311 W. State St Boise, Idaho 83703 Mailing Address PO Box 7129 Boise, Idaho 83707
Pre-Bid Conference: Pre-Bid Conference Location:	10:00 a.m. (MT) on December 1, 2020 Idaho Transportation Department 206 N Yellowstone Hwy. Rigby, Idaho 83442
Deadline To Receive Questions:	4:00 p.m. (MT) on December 8, 2020
ITB Closing Date:	2:29:59 p.m. (MT) on December 15, 2020
ITB Opening Date:	2:40 p.m. (MT) on December 15, 2020 Idaho Transportation Dept. 3311 W State St Boise, Idaho 83703
Initial Term of Contract and Renewals (service completion):	The service performed under the contract will begin upon ITD's written Notice to Proceed must be completed within **120 days.**

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LEGAL NOTICE - ADVERTISEMENT FOR BIDS

In accordance with Idaho Code 67-5711, The Idaho Transportation Department will accept sealed bids for Project #**FM62103 D6 HQ Materials Testing Lab Compliance Upgrade.** Bids packets will be accepted at the Idaho Transportation Department at 3311 W State St, Boise, Idaho, 83703, **until 2:29:59 p.m. (MST) on December 15, 2020** according to the Bid Package Schedule deadline. The Invitation to Bid package can be found at the following address: http://itd.idaho.gov "Other Solicitations" tab. A public bid opening will be held at the Idaho Transportation Department following the closing time for receipt of bids. Bidders and other properly interested parties are invited to be present at bid opening.

A pre-bid site tour will be held on December 1, 2020 10:00 a.m. (MST) at 206 N. Yellowstone Hwy., Rigby, Idaho. Attendance by bidders is STRONGLY RECOMMENDED. Failure to account for all subjects observed and discussed at the Pre-Bid Meeting will not be a cause for a change order.

Each bid must be accompanied by a bid bond with a surety company licensed to do business in Idaho or a certified or cashier's check drawn on an Idaho bank in an amount not less than 5% of the total bid made payable to Idaho Transportation Department. The bidder, in the event of failure to sign the contract or furnish the necessary 100% performance bond and the necessary 100% payment bond, will forfeit this surety.

Bidders shall be properly registered in the State of Idaho, in accordance with the Department of Self Governing Agencies as a "Contractor" licensed in the State of Idaho, in accordance with provisions of an act known as "Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code Amended". Bidders shall be registered with the Idaho Secretary of State's office to do business in the State of Idaho.

Before any contract is awarded for the work contemplated herein, Idaho Transportation Department shall conduct such investigation, as it deems necessary to determine the performance record and ability of the apparent low bidder to perform the type and size of project specified under this contract. Upon request, the bidder shall submit such information as deemed necessary for such evaluation.

INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

DEFINITIONS: Capitalized terms used in these Instructions to Bidders ("Instructions") shall have the meaning given to them in the Idaho Transportation Department' Fixed Price Construction Contract Between Owner and Contractor.

HEADINGS: Headings used in these Instructions are for convenience only.

REJECTION OF BIDS, WAIVER OF INFORMALITIES OR CANCELLATION: Prior to the effective date of a contract, the Administrator of the Idaho Transportation Department shall have the right to accept or reject all bids, to waive any minor deviations/informalities or to cancel the bid.

ORAL INFORMATION: Questions concerning a bid must be directed in writing to the designated Design Professional (architect or engineer) no less than ten (10) calendar days before bids are due unless provided otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder's sole risk. Any information given a prospective bidder in response to a written question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders.

PUBLIC RECORDS: The Idaho Public Records Law, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State or local agency regardless of the physical form or character. Unless exempted by the Public Records Law, your bid will be a public record subject to disclosure under the Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed to your legal counsel prior to submission.

FORM OF AGREEMENT: Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner ("State of Idaho") shall be the Idaho Transportation Department' Fixed Price Construction Contract Between Owner and Contractor.

PERFORMANCE AND PAYMENT BONDS: A performance bond and payment bond are required for this Project, each in an amount of not less than one hundred percent (100%) of the Contract Price. The performance and payment bonds shall be AIA Document A312, 1984 or the most recent Edition, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to the Owner and authorized to do business in the State of Idaho. Bonds must be provided within ten (10) calendar days following receipt of a Notice of Intent to Award.

BID SUBMISSION PROCESS

BID DOCUMENTS: The bid documents are available from the Design Professional or as provided in the Invitation to Bid or advertisement for bids. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Design Professional shall incur any liability for the bidder's failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.

Bidders and Sub-bidders shall field verify all dimensions pertaining to the Work and shall be responsible for the determination of all quantities of materials required for the completion of the Work. The bidder shall not rely on the scale drawings of the Bidding Documents in his determination of required materials quantities. No allowance shall be made for Bidder's failure to field-verify dimensions.

If a deposit is required, the deposit will be returned to a bidder returning the complete bid documents in good condition no more than twenty (20) days after a Notice of Intent is issued and the amount of any deposit returned may be reduced if the bid documents returned are not complete or are damaged. A bidder awarded a Contract may also keep the bid documents and any deposit will be returned.

ADDENDA: In the event it becomes necessary to revise any part of the bid documents, addenda will be issued. Information given to one bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders. It is the bidder's responsibility to check for addenda prior to submitting a bid. A bidder is required to acknowledge receipt of all addenda by identifying the addenda numbers in the space provided on the bid proposal form. Failure to do so may result in the bid being declared non-responsive. No addenda will be issued less than four (4) calendar days before the closing date unless the bid closing date is extended.

REVIEW: It is the bidder's responsibility to review the bid documents and compare them as needed, including with regard to any other work that is or may be under construction that might affect the bidder or its work, to examine the site and local conditions and to report, in writing, any questions, errors, inconsistencies or ambiguities to the Design Professional.

BID FORM: Bids must be submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the design professional. Bids submitted must contain all original signatures in ink on the following forms:

Bid Proposal Form
Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace
Bidder's Acknowledgment Statement
Bid Bond (bid security)

The person signing the Bid Proposal Form must initial any and all changes appearing on any of the bid forms. If the bidder is a corporation or other legal entity, the bid forms must be signed by an authorized designee. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bid forms and/or signatures will not be considered.

BID PRICES: The bid form may require bidders to submit bid prices for one (1) or more items on various bases, including lump sum base bid, lump sum bid alternate prices, unit prices or any combination thereof. Bid amounts shall be expressed in words and numbers. The amount in words shall prevail if there is a discrepancy.

ALTERNATES: If the solicitation includes alternate bid items or unit prices, failure to bid on the alternates or unit prices may disqualify the bid. If bidding on an alternate does not change the base bid, indicate by "No Change." If bidding on all items is not required by the Contract Documents, bidders must affirmatively indicate that they are not bidding on those items.

TIME FOR SUBMISSION: Bids must be submitted on or before the time specified in the advertisement for bids. Any bid submitted late will be rejected.

SEALED ENVELOPE: Bids shall be submitted in a sealed envelope with the following clearly printed on the outside of the envelope: the Project number and Project name; the name and address of the bidder; and a statement, such as "BID ENCLOSED" to indicate that it is a bid.

MAILED BIDS: When bids are mailed or shipped, the sealed envelope containing the bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. If mailed, the mailing envelope shall be addressed as follows:

Idaho Transportation Department
Maria Horn/BSM
3311 W State St
Boise, Idaho, 83703

It is the bidder's responsibility to ensure that its bid is delivered to the place designated for receipt on or before the specified closing time. The Owner assumes no responsibility for delays in the delivery of mail by the U.S. Post Office or private couriers. Bidders should be advised the intra-state mail system may increase delivery time from arrival at Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE REJECTED, WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

BID CLOSING DECLARED: Immediately prior to the bid opening, the Owner's representative will declare the official bid closing. Any part of a bid not received prior to the bid closing declared by the designated representative will not be considered and will be returned to the bidder unopened. All bids shall be taken under advisement.

DRUG-FREE WORKPLACE: Along with its bid, the bidder shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. The form of affidavit is attached.

ILLEGAL ALIENS: Bidder shall warrant that the bidder does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; bidder shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this bid.

LEGAL RESIDENCY REQUIREMENT: By submitting a bid, the bidder attests, under penalty of perjury, that he (the bidder) is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the bidder will be required to submit proof of lawful presence in the United States in accordance with §67-7903, Idaho Code.

BIDDER'S ACKNOWLEDGEMENT STATEMENT: The attached Bidder's Acknowledgement Statement must be completed and included or the bid may be found non-responsive.

PUBLIC WORKS CONTRACTOR'S LICENSE: This Project is not financed in whole or in part by federal funds. Bids will be accepted from those Contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

IDAHO PREFERENCE LAW: Section 67-2348, Idaho Code, requires the Idaho Transportation Department to apply a preference in determining which Contractor submitted the lowest responsible bid. If the Contractor who submitted the lowest dollar bid is domiciled in a state with a preference law that penalizes Idaho domiciled contractors, the Idaho Transportation Department must apply the preference law (percentage amount) of that domiciliary state to that Contractor's bid.

NAMING OF SUBCONTRACTORS: Section 67-2310, Idaho Code, requires general (prime) Contractors to include in their bid the name of the subcontractors who shall, in the event the Contractor secures the Contract, subcontract the plumbing, HVAC, and electrical work under the general (prime) Contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) Contractor nonresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the Contractor work classification in which the subcontractor is named.

The Idaho Transportation Department interprets Section 67-2310, Idaho Code, to mean three (3) separate areas of work: plumbing work, HVAC, and electrical work. The Idaho Transportation Department also requires that the general (prime) Contractor name the entity that will perform the Work, including if the entity is a subcontractor, a sub-subcontractor or the general (prime) Contractor submitting the bid. Failure to complete the Bid Proposal in full shall render a bid nonresponsive and void.

With regard to possessing an appropriate license or certificate of competency, all subcontractors listed by the general (prime) Contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing, HVAC and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractor's license, HVAC contractor's license or electrical contractor's license, respectively, as issued by the Idaho Division of Building Safety.

In determining if the above listed subcontractors are required on the Project, the Idaho Transportation Department will refer to the plans and specifications. If doubt exists prior to bid closing, potential bidders should contact the Idaho Transportation Department and the Design Professional who prepared the plans and specifications will be requested to make the determination. If plumbing, HVAC or electrical work are not shown on the plans and specifications, but are discovered by the bidder prior to the date of bid opening, then the bidder must request clarification from the Design Professional. Absent such clarification, Work will be considered incidental and naming of a subcontractor will not be required.

BID SECURITY

AMOUNT AND FORM OF SECURITY: To be considered, bids must be accompanied by an acceptable bid security in an amount not less than five percent (5%) of the total amount of the bid, including additive alternates. The security may be in the form of a bond or a certified or cashier's check. A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable and, if used, must include a certified and current copy of the power of attorney if the bond is executed by the attorney-in-fact on behalf of the surety.

FORFEITURE: A successful bidder who fails to sign the Contract for the Work or furnish the required bonds within ten (10) calendar days following the receipt of notice of intent to award a Contract is subject to forfeiture in accordance with Section 54-1904E, Idaho Code.

RETENTION OF SECURITY: Bid security shall be retained for no more than forty-five (45) calendar days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

BID WITHDRAWAL

PRIOR TO BID CLOSING: If a bid has been submitted, it may be withdrawn in person by a bidder's authorized representative before the opening of the bids. A bidder's representative will be required to show identification and sign on a bid summary sheet before it will be released. After bid closing, no bid may be withdrawn except in strict accordance with these Instructions or applicable law.

BID MODIFICATION

PRIOR TO BID CLOSING: If a bid has been submitted, it may be modified by the submission of a written document contained in a separate sealed envelope marked "Bid Modification from [Name of Bidder] for ITD Project No: FM62103; D6 HQ Material Testing Lab Upgrade." **THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE IDAHO TRANSPORTATION DEPARTMENT RESERVES THE RIGHT TO REQUIRE PRESENTATION OF EVIDENCE SATISFACTORY TO IT TO ESTABLISH THE AUTHORITY TO ACT ON BEHALF OF THE SUBMITTING BIDDER. NO OTHER FORM OF MODIFICATION (INCLUDING TELEPHONE, FACSIMILE OR ELECTRONIC MAIL) WILL BE ACCEPTED. AFTER BID CLOSING, NO BID MAY BE MODIFIED EXCEPT IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS OR APPLICABLE LAW.**

RELIEF FROM BIDS

CONDITIONS FOR RELIEF: Relief from bids is subject to Sections 54-1904B through 54-1904E, Idaho Code. In the event a bidder discovers a mistake in its bid following the bid opening and wishes to withdraw its bid, the bidder shall establish to the satisfaction of the Owner, pursuant to Section 54-1904C, Idaho Code, that a clerical or mathematical mistake was made; the bidder gave the public entity (Owner) written notice within five (5) calendar days after the opening of the bid of the mistake, specifying in the notice in detail how the mistake occurred; and the mistake was material.

DETERMINATION: If the Owner determines that the bidder has satisfied the requirements of Section 54-1904C, Idaho Code, to entitle it to relief from a bid because of a mistake, it shall prepare a report in writing to document the facts establishing the existence of each required element. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. A bidder claiming a mistake and satisfying all the required conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the bid and have any bid security returned by the Owner. Bidders not satisfying the conditions of Section 54-1904C, Idaho Code shall be subject to forfeiture in accordance with Section 54-1904B, Idaho Code. A bidder who claims a mistake or who forfeits its bid security shall be prohibited from participating in any re-bidding of that project on which the mistake was claimed or security forfeited and the Owner may award the Contract to the next lowest responsive and responsible bidder.

BIDDER'S REPRESENTATIONS

REPRESENTATIONS UPON SUBMITTING A BID: By submitting its bid, a bidder represents and warrants the following:

1. The person signing the bid is authorized to bind the bidder;
2. It has all required licenses, permits or other authorizations necessary to submit its bid;
3. It has taken steps necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (i) conditions bearing upon transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, natural gas, electric power and roads; (iii) uncertainties of weather, river stages or similar physical conditions at the site; (iv) the conformation and conditions of the ground; and (v) the character of equipment and facilities needed preliminary to and during the Work;
4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;
5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;
6. Its bid is based upon the requirements of the Contract without exception;
7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free workplace and has included the required affidavit regarding the same;
8. Its bid is in compliance with employment of persons authorized to work in the United States;
9. It will retain bid security and hold and honor all base bid prices for forty-five (45) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;
10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all of the Work for that item; and
11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

BID AWARD

AWARD METHOD: Public works construction contracts for the State of Idaho are awarded to the "lowest responsible and responsive bidder." The low bidder, for purposes of award, shall be the responsible and responsive bidder offering the low aggregate amount for the base bid item, plus any additive or deductive bid alternates selected by the Owner, and within funds available as determined by the Owner. Award is also subject to the requirements of Idaho Code, including without limitation: Title 67, Chapter 57; Title 67, Chapter 23; Title 54, Chapter 19; and Title 44, Chapter 10. It is the bidder's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist bidders in meeting applicable requirements but is not exhaustive and the Owner will not be responsible for any failure by any bidder to meet applicable requirements.

DETERMINATION OF RESPONSIBILITY: The Owner reserves the right to make reasonable inquiry about or from the submitting bidder or from third parties to determine the responsibility of a submitting

bidder. Such inquiry may include, but not be limited to, inquiry regarding experience and expertise related to the Project, manpower and other resources, financial stability, credit ratings, references, potential subcontractors and past performance. The unreasonable failure of a submitting bidder to promptly supply any requested information may result in a finding of non-responsibility.

NOTICE OF EFFECTIVENESS: No Contract is effective until the authorized Owner's official has signed the Contract and the Notice to Proceed has been issued. The bidder shall not provide any goods or render services until the Contract has been signed by the Administrator of the Idaho Transportation Department and the Contract has become effective. Furthermore, the Owner is in no way responsible for reimbursing the bidder for goods provided or services rendered prior to the signature of the authorized Division of Public Work's official and the arrival of the Notice to Proceed.

INCURRING COSTS: The Owner is not liable for any cost incurred by bidders prior to the Notice to Proceed.

PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS: The Owner generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will the Owner generally investigate the references or qualifications of those who submit such bids. Therefore, any acknowledgment that the selection is complete shall not operate as a representation by the Owner that an unsuccessful bid was responsive, complete, sufficient or lawful in any respect.

POST-AWARD SUBMITTALS: Upon receipt of a Notice of Intent to Award, the apparent low responsive and responsible bidder shall provide documentation required in such Notice. Such Notice of Intent to Award shall generally require the bidder to return to the Owner, within ten (10) days of receipt, a signed Contract, all required bonds, proof of insurance and documentation required by the Idaho State Tax Commission (report and affidavit).

OWNER'S RIGHT TO REJECT: Prior to execution of the Contract, the Owner or Design Professional shall provide written notice of any reasonable objection to any person or entity proposed by the bidder. Upon receipt of such notice, the bidder may withdraw its bid, without forfeiture, or propose a substitute and identify any change in any bid amount caused by such substitution. The Owner may accept or reject the substitution or the adjusted price. If the Owner rejects the substitution or the adjusted price, it will return the bidder's bid guarantee.

END OF INSTRUCTION

BID PROPOSAL

TO: STATE OF IDAHO
IDAHO TRANSPORTATION DEPARTMENT

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the construction of FM62103 D6 HQ Material Testing Lab Upgrade, having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within 90 consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No. _____.
(List all Addenda)

BASE PROPOSAL: Bidder agrees to perform all of the base proposal Work described in the specifications and shown on the plans for the sum of:

_____ Dollars ($_____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph “Performance and Payment Bonds” first page (ITB-1) of the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of the entities who will perform the Work identified below, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Plumbing (PWCL Category 15400)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Plumbing Contractors License No. _____

Heating, Ventilating & Air Conditioning (PWCL Category 15700-HVAC)

(Name)_____

(Address)_____

Idaho Public Works Contractors License No._____

Idaho HVAC Contractors License No. _____

Electrical (PWCL Category 16000)

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID.

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. _____, or that it and its subcontractors shall have secured a Public Works Contractor's License at or prior to award and execution of the Contract for construction and is domiciled in the State of _____.

Dated this _____ day of_____,_____.
(date) (month) (year)

Respectfully submitted by:

_____
(Contractor's Name- Typed)

SEAL
(Seal - if bid is by a corporation)

_____
(Street or PO Address)

_____
(City, State and zip code)

_____
(Authorized Signature)

_____
(Title)

_____
(Telephone Number)

_____
(FAX Number)

_____
(Email Address)

Have you remembered to include bid security (bid bond or a certified or cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement with your bid?

Execute and Submit with Bid

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

Pursuant to the Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Section 72-1717, Idaho Code; that _____ provides a drug-free workplace program that complies with the provisions of Title 72, Chapter 17, Idaho Code, and will maintain such program throughout the life of a state construction contract; and that _____ shall subcontract Work only to subcontractors meeting the requirements of Section 72-1717(1)(a), Idaho Code.

_____
Name of Contractor

_____
Address

_____
City and State

By: _____
(Signature)

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

_____
NOTARY PUBLIC
Residing at: _____
Commission expires: _____

FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.

Execute and Submit with Bid

BIDDER'S ACKNOWLEDGMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

Project number. FM62103 D6 HQ Material Testing Lab Upgrade

By submitting a bid for this Project, the undersigned bidder agrees that, if awarded the Contract for construction, Contractor will conform to all conditions and requirements of the Contract, including but not limited to:

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).

- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional.

- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract between Owner and Contractor.

    1. For total changes the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or

    2. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.

- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract between Owner and Contractor General Conditions of the Contract for Construction including as follows:

    1. By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may, to any extent, affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

2. Any Change Order fully executed by the Owner, Contractor and Design Professional, including but not limited to, a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.

FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NON-RESPONSIVE.

I, _____, being duly authorized to bind the
(type or print name of individual)

bidder, _____, does hereby certify that I have fully read
(type or print name of company)
and understand this document and that it highlights certain parts of the Contract that will be entered between the parties and that will govern this Project.

Authorized Signature: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGMENT STATEMENT

IDAHO TRANSPORTATION DEPARTMENT
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

ITD PROJECT NO. FM62103
D6 HQ Material Testing Lab Upgrade
Idaho Transportation Department
206 N Yellowstone Hwy.
Rigby, Idaho 83440

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FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

THIS FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the “Contract”) is by and between the State of Idaho, Idaho Transportation Department (“ITD” or the "Owner") and ___(the "Contractor") and is for the construction of the project (the “Project”) identified as ITD Project No. FM62103, as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on _____ (day) of _____ (month), 2020 (year), when executed by both parties.

In consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Contractor agree:

ARTICLE 1
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Contract, the drawings and specifications for the Project (the “Drawings and Specifications”) identified in Exhibit C and any Addenda thereto issued prior to execution of this Contract, written amendments signed by both the Owner and the Contractor, Change Orders signed by both the Owner and the Contractor, Construction Change Directives and any written orders by the Design Professional for minor changes in the Work (the “Contract Documents”). Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of the Contract Documents.

1.2 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

2.1 The Contractor is fully qualified to act as the Contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the Contractor for, and to construct, the Project.

2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated particularly in correlation to the requirements of the Contract.

2.3 The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract Documents, including the Drawings and Specifications, and any Addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. Such review, comparison, study and examination shall be a warranty that the contractor believes that the documents are complete and the Project is buildable as described except as reported.

2.4 The Contractor warrants that the Contract Time is a reasonable period for performing the Work.

2.5 The Contractor warrants to the Owner and Design Professional that all labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by Owner or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

3.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project, and supersedes any and all prior discussions, communications, representations, understandings, negotiations or agreements. This Contract also supersedes any bid documents.

3.2 The intent of the Contract is to include all items necessary for the proper execution and completion of the Project and anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Fixed Price Contract Amount. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

3.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person or entity except the Contractor; provided, however, that the Design Professional is entitled to performance and enforcement of obligations under the Contract intended or necessary to facilitate its duties. Any reference to the Owner, the Contractor or the Design Professional shall be deemed to include authorized representatives.

3.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3.5 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase "without limitation."

3.6 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

3.7 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings and other submittals, and shall give timely written notice to the Owner and the Design Professional of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

3.8 The express or implied approval by the Owner or the Design Professional of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested that the Design Professional prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents; has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction; and that the Contractor has not, does not and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

3.9 In the event of any conflict among any of the documents which make up this Contract, the Design Professional shall interpret the documents, and the interpretation shall be binding on both the Owner and Contractor; provided, however, that this does not change the Owner's right to make decisions regarding Claims in accordance with Article 13 and Article 14. If no interpretation is provided by the Design Professional, the most stringent requirement in the Contract Documents will apply.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 Unless otherwise agreed by the Design Professional and its consultants, the party that prepared the drawings, specifications and other documents is the author of such with all copyright, common law, statutory and other reserved rights. The Contractor may retain one (1) record set of the Drawings and Specifications and other documents but shall not own or claim any copyright in them.

The Drawings and Specifications and other documents, and any copies, are to be used solely for this Project, and not on any other project, or additions to this Project outside this Contract, without written consent of the Owner, the Design Professional and the Design Professional's consultants; provided, however, that copies may be made of applicable portions as necessary for completion of the Work. Such copies shall include any copyright notice on the Drawings and Specifications and other documents.

Submission to or use by a regulatory body related to this Project is an acceptable use.

ARTICLE 5
CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, including the following:

5.1 Construction of the Project.

5.2 The furnishing of any required surety bonds and insurance.

5.3 The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling or other utilities required for construction and all necessary permits, including any required elevator permits, required for the construction of the Project. Construction projects for the State of Idaho require a building permit issued by the Division of Building Safety.

5.4 The creation and submission of a detailed and comprehensive set of marked up blue or black-lined record drawings. Said record drawings shall be submitted to and approved by the Design Professional as a condition precedent to final payment to the Contractor.

ARTICLE 6
TIME FOR CONTRACTOR'S PERFORMANCE

6.1 The Contractor shall commence the performance of this Contract in accordance with the "Notice to Proceed" (Exhibit F) issued by the Owner and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before the time indicated in Exhibit A. The period of time, including any adjustments made under this Contract, for the Contractor to reach Substantial Completion is the "Contract Time."

6.2 The Contractor may be assessed by and be responsible to the Owner for the amount indicated in Exhibit A per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth for Substantial Completion. Any sums owed hereunder by the Contractor shall be payable not as a penalty but as liquidated damages, representing an estimate of delay damages likely to be sustained by the Owner estimated at the time of this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any

amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

6.3 The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the Design Professional, or if there is no Design Professional, as certified by the Owner, the entire Project is at a level of completion in strict compliance with the Contract Documents, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose. If, in the reasonable determination of the Owner, receipt of operation and maintenance manuals or completion of training is necessary for such beneficial use or occupancy, then there shall be no Substantial Completion until such manuals are provided or such training is completed. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, or accepted as substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. The Project shall not be deemed accepted until it is finally complete.

6.4 Any request by the Contractor for an extension of the Contract Time must be made in accordance with, and is subject to, Article 13 and Article 14 related to Claims.

6.5 The Owner shall have no liability of any kind to the Contractor if a schedule or other document submitted by the Contractor shows an intention to complete the Work prior to the scheduled completion date and for any reason other than Owner caused delay, the Contractor is not able to achieve such early completion.

ARTICLE 7
FIXED PRICE AND CONTRACT PAYMENTS

7.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the Fixed Price Contract Amount indicated in Exhibit A. The Fixed Price Contract Amount shall not be modified except as provided in this Contract.

7.2 Prior to approval of the contract, the Contractor shall prepare and present to the Owner and the Design Professional the Contractor's Schedule of Values apportioning the Fixed Price Contract Amount among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in the Owner's web-based construction management software. The Contractor shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's requests for payment but shall only be so utilized after it has been approved in writing by the Design Professional.

7.3 The Owner shall pay the Fixed Price Contract Amount to the Contractor in accordance with the procedures set forth in this Article. The Contractor shall submit a Contractor's Request

for Payment, on or before the day of each month indicated in Exhibit A or otherwise agreed to, after commencement of performance, but no more frequently than once monthly. Said payment request shall be on made in the Owner's web-based construction management software, and shall include whatever supporting information as may be required by the Design Professional, the Owner or both. Therein, the Contractor may request payment for one hundred percent (100%) of the Work satisfactorily completed to the date of the Contractor's Request for Payment, less five percent (5%) retainage, based on the Fixed Price Contract Amount allocated on the Schedule of Values. The Contractor's Request for Payment may include only: properly provided labor, materials or equipment properly incorporated into the Project, and time and materials or equipment necessary for the Project or that will be incorporated into the Project and are properly stored at the Project site (or elsewhere if off-site storage is approved in writing by the Owner). The Contractor's Request for Payment must exclude the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Contractor's Request for Payment shall be signed by the Contractor and its submission shall constitute the Contractor's affirmative representation that the quantity of Work has reached the level for which payment is requested; that the Work has been properly installed or performed in strict compliance with the Contract; that all Work for which the Owner has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever; and that the Contractor knows of no reason why payment should not be made as requested. As a condition precedent to payment, the Contractor shall, if required by the Owner, furnish to the Owner properly executed waivers or releases, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having any claims or alleged claims, wherein said subcontractors, materialmen, suppliers or others shall acknowledge receipt of all sums due pursuant to all prior Contractor's Requests for Payment, and waive and relinquish any rights or other claims relating to the Project or Project site. The submission by the Contractor of the Contractor's Request for Payment also constitutes the Contractor's affirmative representation that, upon payment of the Contractor's Request for Payment submitted, title to all Work included in such payment shall be vested in the Owner.

Thereafter, the Design Professional shall review the Contractor's Request for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work are as represented in the Contractor's Request for Payment and as required by this Contract. The Design Professional shall approve in writing the amount which, in the opinion of the Design Professional, is properly owing to the Contractor and such approval is required before the Owner shall have any payment obligation. The Design Professional may withhold such approval, in whole or in part, as necessary to protect the Owner if it reasonably believes that the quantity or quality of the Work is not as represented in the Contractor's Request for Payment or is not in strict conformance to the Contract Documents.

7.4 The Owner shall make payment to the Contractor no more than twenty-one (21) days following receipt by the Owner of the Design Professional's written approval of each Contractor's Request for Payment. The amount of each such payment shall be the amount approved for payment by the Design Professional less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Design Professional's approval of the Contractor's Request for Payment shall

not preclude the Owner from the exercise of any of its rights it may have in this Contract, at law or in equity, as set forth in Paragraph 7.8 hereinafter.

7.5 Off-site storage will not be approved at locations more than thirty (30) miles from the Project site or outside the State of Idaho and any payment for any off-site storage is subject to the following:

.1 The Contractor must provide at least thirty (30) days' advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested;

.2 All materials stored off-site must be segregated and clearly marked with the DPW Project number and as being the "Property of the State of Idaho;"

.3 The Design Professional and/or the Owner's Field Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;

.4 The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;

.5 The Contractor must maintain and must provide to the Design Professional, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added; and

.6 The Contractor must obtain and maintain all risk property insurance at replacement cost, with the State of Idaho listed as loss payee on all materials and equipment stored off-site and in transit.

7.6 When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborer and suppliers the amounts they are due for the Work covered by such payment. The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the Work. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialmen, laborer or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialmen, laborer or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

7.7 Payment to the Contractor, utilization of the Project for any purpose by the Owner, or any other act or omission by the Owner shall not be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.

7.8 The Owner shall have and be entitled to the right to refuse to make any payment, including by reducing payment under any Contractor's Request for Payment, and, if necessary, may demand the return of a portion or all of an amount previously paid to the Contractor for reasons that include the following:

.1 The quality of the Contractor's work, in whole or part, is not in strict accordance with the requirements of this Contract or identified defective work, including punch list work, is not remedied as required by the Contract Documents;

.2 The quantity of the Contractor's work, in whole or in part, is not as represented in the Contractor's Request for Payment or otherwise;

.3 The Contractor's rate of progress is such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed or that the Owner will incur additional costs or expense related to repeated Substantial Completion or final completion inspections through no fault of the Owner;

.4 The Owner reasonably believes that the Contractor has failed to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's project-related obligations, including subcontractors, laborers and material and equipment suppliers;

.5 There are claims made or it seems reasonably likely that claims will be made, against the Owner;

.6 The Contractor has caused a loss or damage to the Owner, the Design Professional or another contractor;

.7 The Owner reasonably believes that the Project cannot be completed for the unpaid balance of the Fixed Price Contract Amount or the Owner reasonably believes that the Project cannot be completed within the Contract Time and that the unpaid balance of the Fixed Price Contract Amount would be inadequate to cover the cost of actual or liquidated damages for the anticipated delay;

.8 The Contractor fails or refuses to perform any of its obligations to the Owner; or

.9 The Contractor fails to pay taxes as required by Title 63, Chapter 15, Idaho Code.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in Paragraph 7.8, the Contractor shall promptly comply with such demand.

7.9 If the Owner, without cause, fails to pay the Contractor any amounts due and payable thirty (30) days after those amounts are due pursuant to Paragraph 7.4, the Contractor shall have the right to cease the Work until receipt of proper payment. Contractor must first provide written notice to the Owner of the Contractor's intent to cease the Work ten (10) days prior to stopping the Work under this Paragraph. If any amounts remain unpaid after fifty-one (51) days after the Design Professional approves the Contractor's Request for Payment under Paragraph 7.4, interest at the rate of four percent (4%) per annum shall accrue on those unpaid amounts.

7.10 When Contractor considers Substantial Completion has been achieved, the Contractor shall notify the Owner and the Design Professional in writing and shall furnish to the Design Professional a listing of those matters yet to be finished. The Design Professional will thereupon conduct an inspection to confirm that the Work is, in fact, substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Design Professional will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. The Owner and the Contractor must accept the date of Substantial Completion in writing. Guarantees and warranties required by this Contract shall commence on the date of Substantial Completion. At the Contractor's Request for Payment following Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety-five percent (95%) of the Fixed Price Contract Amount, less any liquidated damages, less the reasonable costs as determined by the Design Professional for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or potential claims. If the Design Professional determines that the Contractor has made or is making satisfactory progress on any uncompleted portions of the Work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 7.13. It is the intent of the parties that the Project will be accepted only in total (at Substantial Completion and final completion) and not in phases unless provided for in Exhibit A. Any acceptance other than in total shall require written agreement of Owner and Design Professional.

7.11 When Contractor considers the Project is at final completion, it shall notify the Owner and the Design Professional thereof in writing. Thereupon, the Design Professional will perform a final inspection of the Project. If the Design Professional confirms that the Project is complete in full accordance with the Contract Documents and that the Contractor has performed all of its obligations to the Owner, the Design Professional will furnish a final approval for payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Fixed Price Contract Amount, less any amount withheld pursuant to this Contract.

7.12 If the Contractor fails to achieve final completion within a reasonable number of days as established by the Design Professional from the date of Substantial Completion, the Contractor may be assessed and be responsible to the Owner for fifty percent (50%) of the daily amount of liquidated damages as established pursuant to Paragraph 6.2 and Exhibit A, per day for each and every calendar day of unexcused delay in achieving final completion beyond the date established for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable not as a penalty but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner may withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

7.13 As a condition precedent to final payment, the Contractor must furnish the Owner, in the form and manner required by Owner, and with a copy to the Design Professional of the following:

.1 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers or other third parties in connection with the Project have been paid or otherwise satisfied;

.2 A release by the Contractor of all Claims it has or might have against the Owner or the Owner's property (DPW's form, Exhibit H);

.3 Contractor's Affidavit of Debts and Claims (AIA Document G706);

.4 Consent of Surety to final payment (AIA Document G707);

.5 Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor; and

.6 A Public Works Contract Tax Release issued by the Idaho Tax Commission (See "Request for Tax Release" form, Exhibit G, to be submitted by Contractor to the Idaho Tax Commission).

7.14 The Owner shall, subject to its rights set forth in this Contract, make final payment of all sums due the Contractor within thirty (30) days of the Design Professional's execution of a final approval for payment and receipt of documentation required by Paragraph 7.13, whichever is received later.

ARTICLE 8
INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

8.1 The ITD Facilities Manager or his designee shall be the sole representative of the State of Idaho. The Design Professional shall have authority to bind Owner only as specifically set forth in this Contract.

8.2 The Owner will assign a Project Manager and a Field Representative to represent the Owner, identified in Exhibit B. The Owner's Field Representative's duties, responsibilities and limitations of authority are in accordance with ITD's policies and procedures.

8.3 The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant or guarantee its accuracy, either in whole in part, implicitly or explicitly.

8.4 The Owner will secure and pay for all required easements, the plan check fee required by the Division of Building Safety, conditional use permits and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner.

8.5 The Owner will provide the Contractor one (1) copy of this complete Contract and the number of sets of Drawings and Project Manuals (including Specifications) as indicated in Exhibit A. The Contractor may purchase additional copies, at its expense, from the Design Professional.

ARTICLE 9
STOP WORK ORDER

9.1 In the event the Contractor fails or refuses to perform the Work as required or fails or refuses to correct nonconforming Work, the Owner may instruct the Contractor to stop Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately stop as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists or the Owner instructs that the Work may resume. In the event the Owner issues such instructions to stop, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by the Owner. Without limiting what else might constitute nonconforming Work, the existence of a gross safety violation or other situation or condition that creates, or could imminently create, a threat of serious harm to persons or property, shall constitute nonconforming Work and any order to stop the Work issued for such reason shall not be considered an interference with the Contractor’s performance of the Work or its means and methods. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

9.2 Any order to stop the Work issued pursuant to Paragraph 9.1 shall not be used to justify any Claim by the Contractor for additional time or money.

ARTICLE 10
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

10.1 The Contractor's continuing duties set forth in Paragraph 3.7 are by reference hereby incorporated in this Paragraph 10.1. The Contractor shall not perform Work without adequate plans and specifications or, as appropriate, approved shop drawings or other submittals. If the Contractor performs Work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Design Professional and Owner, the Contractor shall be responsible for such Work and shall pay the cost of correcting same.

10.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing Work. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional, the Owner and the Owner's Field Representative immediately. Such examination, review and comparison shall be a

warranty that the Contract Documents are complete and the Project is buildable as described except as reported. Reported errors, inconsistencies or omissions will constitute a request for an interpretation by the Design Professional and may constitute a claim pursuant to Article 13 hereof where appropriate.

10.3 The Contractor shall ensure that all Work shall strictly conform to the requirements of this Contract.

10.4 The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

10.5 All labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

10.6 Except as provided in Paragraph 8.4, the Contractor shall secure or provide and pay for all licenses, permits required by the Idaho Division of Building Safety, governmental approvals and inspections, connections for outside services for the use of municipal or private property for storage of materials, parking, utility services, temporary obstructions, enclosures or opening and patching of streets, and for all other facilities and services necessary for proper execution and completion of the Project.

10.7 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

10.8 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as listed in Exhibit B.

10.9 The Contractor shall employ a competent superintendent and necessary assistants, as needed, to oversee execution of the Work. The superintendent shall be in attendance at the Project site during the progress of the Work. The superintendent and any project manager, if the Contractor utilizes a project manager, shall be reviewed and must be approved by the Design Professional and Owner, and neither shall be changed except with the consent of the Design Professional and Owner, unless the superintendent and/or project manager cease to be employed by the Contractor. Under this circumstance, any new superintendent or new project manager must be satisfactory to the Design Professional and Owner. Such approval shall not be unreasonably withheld. The superintendent and any project manager shall represent the Contractor and all communications given to the superintendent or project manager are deemed given to the Contractor.

10.10 So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed in Paragraph

10.9 subsequently assumes one or more of those functions listed in Paragraph 10.9, the Contractor shall be bound by the provisions of this paragraph as though such individuals had been listed in Paragraph 10.9.

10.11 The Contractor shall provide to the Owner and the Design Professional a milestone schedule for completing the Work within the Contract Time. Such schedule shall be in a form specified in Division 1 of the Specifications and be acceptable to the Owner and to the Design Professional. The schedule must be submitted to and accepted by the Design Professional prior to the first request for payment unless required earlier by Division 1 of the Specifications. The Contractor's milestone schedule must be updated as required by the Design Professional and/or the Owner to reflect conditions encountered and shall apply to the total Project. The Contractor's revisions to the schedule shall not constitute a waiver of the requirement to complete the Project in the time allowed by the Contract, unless additional time for performance has been allowed pursuant to a Change Order. Any changes in milestone begin or end dates must be furnished to the Owner and the Design Professional. Strict compliance with the requirements of this Paragraph shall be a condition precedent to the payment to the Contractor and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

10.12 Unless otherwise provided in the Construction Documents, on all projects where the Fixed Price Contract Amount is over $1,000,000, the Contractor shall schedule and perform the Work in accordance with a Critical Path Method ("CPM") to indicate the rate of progress and practical order of the Project. The purpose of this scheduling requirement is to assure adequate planning, coordination and execution of the Work. The schedule shall indicate the dates for starting and completing major work activities, project events, major equipment, material and equipment submittals and delivery of major items. Project activities having critical time restraints on action, required by the Owner, shall be shown as scheduled milestones. The Contractor's schedule shall demonstrate the order, interdependence and sequence of activities. Critical paths shall be highlighted or distinguished. The schedule shall include all the dates specified in the Contract for Substantial Completion and final completion of the Work. The time limit set forth in the Contract for Substantial Completion and final completion must govern; the schedule must be adjusted to meet these dates. Schedule float shall belong to the Project. The Contractor shall submit to the Owner and Design Professional a CPM schedule within three (3) weeks after award of the Contract and maintain such schedule on a current basis in accordance with the Contract Documents.

10.13 Once a month, or at intervals as required by the Design Professional, the Contractor shall advise the Owner and the Design Professional of the status of the Work (in duplicate) on the current milestone schedule. If any project milestone dates are not met on schedule, the Contractor shall immediately advise the Owner and Design Professional in writing of the proposed action to bring the Work on schedule. The Contractor shall also submit a detailed short term schedule, as required by Division 1 of the Specifications, each month. This short term schedule shall include a description of current and anticipated problem areas, delaying factors and their impact, and explanation of corrective action taken or proposed. If the Work is behind schedule, the Contractor shall indicate what measures it will take to put the Work back on schedule.

10.14 If the Work is not progressing through no fault of the Owner or the Design Professional, as shown on the milestone schedule, as determined by the Design Professional, and the Owner and the Design Professional do not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. In such event, the Owner, at its discretion, may require the Contractor to work such additional time over regular hours, including Saturdays, Sundays and holidays, without additional cost to the Owner to bring the Work on schedule.

10.15 The Contractor shall keep an updated copy of the Drawings and Project Manual (including Specifications) and Addenda at the site. Additionally, the Contractor shall keep a current submittal schedule and a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Design Professional at all regular business hours. Upon final completion of the Work, all of these items must be updated by the Contractor and provided to the Design Professional and shall become the property of the Owner.

10.16 The Contractor shall carefully review and inspect for compliance with the Contract Documents, the shop drawings and other submittals (including product data and samples) required by the Contract Documents and shall submit to the Design Professional only submittals approved in accordance with this section. Such review and submittal shall be done promptly and in a sequence that will not delay its Work under this Contract or the activities of the Owner or of separate contractors. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless the Design Professional has verified compliance in writing. All Work requiring verified shop drawings or other submittals shall be done in strict compliance with such approved documents. However, verification of compliance by the Design Professional shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Design Professional shall have no duty to review submittals that are not Contractor approved, partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any re-submittal, the date of any approval or rejection and the reason for any rejection.

10.17 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.

10.18 At all times relevant to this Contract, the Owner and the Design Professional shall have a right to enter the Project site and the Contractor shall allow the Owner and/or the Design Professional to review or inspect the work without formality or other procedure.

10.19 The presence or duties of the Design Professional’s or the Owner's personnel or representatives at the construction site, does not make any of them responsible for those duties that belong to the Contractor or other entities and does not relieve the Contractor or any other entities of their obligations, duties and responsibilities, including any obligation or requirement to have or to implement any health or safety plans or precautions. Except as provided in Paragraph 10.9, Design Professional's and Owner's personnel have no authority to exercise any control over any Contractor or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting

or reporting on health or safety deficiencies of the Contractor or other entities or any other persons at the site except their own personnel. The presence of Design Professional's or Owner's personnel at a construction site is for the purpose of providing to Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. For this Contract only, construction sites include places of manufacture for materials incorporated into the construction Work and Contractor includes manufacturers of materials incorporated into the construction Work.

ARTICLE 11
INDEMNITY

11.1 The Contractor shall defend, indemnify and hold harmless the Owner, Design Professional, [and the Idaho State Building Authority] and their employees, officers and agents harmless from any and all claims, liabilities, damages, losses, costs and expenses of every type whatsoever, including attorney fees and expenses, arising out of or resulting from the Contractor's work, acts or omissions under or related to the Contract Documents, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

11.2 The limits of any insurance of the Contractor shall not be, and shall not be deemed to be, a limitation of the Contractor's defense and indemnity obligations contained in this Article.

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

ARTICLE 12
THE DESIGN PROFESSIONAL

The Design Professional for this Project is identified in Exhibit B, incorporated herein by reference, along with any authorized representatives and any limitations of responsibility. For the purpose of this Contract, the "Design Professional" means the properly licensed architect, properly registered professional engineer or other professional licensed in the State of Idaho who prepared the Drawings and Specifications for this Project. If the employment of the Design Professional is terminated, the Owner may retain a replacement professional and the role of the replacement professional shall be the same as the role of the Design Professional. Unless otherwise directed by the Owner in writing, the Design Professional will perform those duties and discharge those responsibilities allocated to the Design Professional in this Contract. The duties, obligations and responsibilities of the Design Professional shall be for contract administration and include the following:

12.1 Unless otherwise directed by the Owner in writing, the Design Professional shall not act as the Owner's agent.

12.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other through the Design Professional.

12.3 When requested by the Owner or Contractor in writing, the Design Professional shall within seven (7) days render written interpretations necessary for the proper execution or progress of the Work or shall provide a written explanation as to why more time is needed and provide a date by which it will be provided.

12.4 The Design Professional shall draft proposed change authorization(s).

12.5 The Design Professional shall review and verify compliance or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor.

12.6 The Design Professional shall be authorized to refuse to accept Work that is defective or otherwise fails to comply with the requirements of this Contract. If the Design Professional deems it appropriate, the Design Professional may, with the Owner's consent, require extra inspections or testing of the Work for compliance with the requirements of this Contract.

12.7 The Design Professional shall review the Contractor's Request for Payment and shall verify in writing those amounts which, in the opinion of the Design Professional, are properly owing to the Contractor as provided in this Contract.

12.8 The Design Professional shall, upon written request from the Contractor, perform Substantial Completion and final completion inspections contemplated by Article 6.

12.9 The Design Professional may require the Contractor to make changes which do not involve a change in the Fixed Price Contract Amount or in the Contract Time consistent with the intent of this Contract. Such changes shall be given to the Contractor in writing under signature of the Design Professional, with a copy to the Owner, and may be in the form of a supplemental instruction.

12.10 The Design Professional shall review and evaluate Claims and take other actions related to Claims in accordance with Articles 13 and 14.

12.11 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released or satisfied by any duty, obligation or responsibility of the Design Professional. The Contractor is not a third-party beneficiary of any Contract by and between the Owner and the Design Professional. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Design Professional to the Owner.

ARTICLE 13
CLAIMS

13.1 For purposes of this Contract, a "Claim" means a demand by the Contractor to the Owner, or by the Owner to the Contractor, for a change in the Fixed Price Contract Amount, an extension of the Contract Time, an adjustment to or interpretation of the Contract terms, or other relief with respect to the terms of the Contract, which demand the Contractor or Owner asserts

is required or allowed under the Contract Documents and which the Contractor and the Owner have previously discussed and failed to agree upon.

13.2 For the Claim to be considered, it must meet the following requirements:

.1 The Claim must be in writing;

.2 The Claim by the Contractor must be signed by an authorized representative of the Contractor, and the Claim by the Owner must be signed by an authorized representative of the Owner;

.3 The Claim by the Contractor must be provided to the Owner and to the Design Professional and the Claim by the Owner must be provided to the Contractor and to the Design Professional;

.4 The Claim must be made no later than ten (10) days after the event or first appearance of the circumstance giving rise to the Claim;

.5 The Claim must describe in detail all known facts and circumstances that the Contractor or Owner asserts support the Claim;

.6 The Claim must refer to the provision(s) of the Contract Documents that the Contractor or Owner asserts support the Claim;

.7 The Contractor or Owner must provide all documentation or other information to substantiate the Claim; and

.8 The Contractor or Owner must continue its performance under this Contract pending the resolution of any Claim; provided, however, that the Contractor shall not perform any additional or changed work not otherwise authorized in accordance with the Contract Documents.

13.3 The failure by the Contractor to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Contractor of any rights arising from or related to the Claim. Similarly, the failure by the Owner to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Owner of any rights arising from or related to the Claim.

13.4 If the Claim is made based on concealed or unknown site conditions, the following shall apply in addition to all other provisions applicable to the Claim:

.1 The condition must have been previously concealed and unknown or of a type not ordinarily encountered in the general geographic location of the Project and must not have been reasonably susceptible to discovery; and

.2 The Contractor shall notify the Design Professional and the Owner of the condition and shall not disturb the condition until the Design Professional and Owner have observed it or have waived in writing the right to observe it.

13.5 If the Claim by the Contractor is for an increase in the Fixed Price Contract Amount, the following shall apply in addition to all other provisions applicable to the Claim:

.1 Any increase in the Fixed Price Contract Amount shall be strictly limited to the direct costs incurred by the Contractor and shall not include any other costs, indirect or other, including any costs for or related to lost productivity, profit, home office overhead and any other overhead, legal fees, claim preparation, any matter previously resolved by a change order, equipment costs, costs related to the services of a project manager unless the project manager was required full time by the Owner or the Contract Documents, any costs associated with the failure to complete the Work early or in advance of the date required by the Contract Documents, it being specifically agreed to by the parties that there is no intention to have the Eichleay or other similar formula applicable to this Contract nor shall this Contract be deemed to be subject to any such formula; and

.2 The Owner shall have no liability for, and the Fixed Price Contract Amount shall not be increased related to, any claims of third parties, including subcontractors, unless and until the liability of the Contractor for such has been established in a court of competent jurisdiction and any such liability of the Owner shall be limited in the same manner as described in subparagraph 13.5.1.

13.6 If the Claim by the Owner is for a change in the Fixed Price Contract Amount, all other applicable provisions to the Claim apply.

13.7 If the Claim by the Contractor is for an extension of the Contract Time, the following shall apply in addition to all other provisions applicable to the Claim:

.1 The Contractor has been delayed in its performance by an act or omission of the Owner and through no fault of the Contractor;

.2 The Contractor has been delayed in its performance by unusually severe weather that could not reasonably have been anticipated or by another event not within its reasonable control;

.3 At the time it occurs or during its occurrence, the delay will preclude completion of the Project in the time required by the Contract Documents; and

.4 Any extension of the Contract Time shall be the Contractor's sole and exclusive remedy for any delay except a delay caused by the active interference of the Owner with the Contractor's performance which active interference continues after written notice to the Owner. The Owner's exercise of any of its rights or remedies under this Contract, including ordering changes in the Work, directing suspension, rescheduling or correction of the Work, do not constitute active interference.

13.8 If a Claim is made based on an error, inconsistency or omission in the Contract that was reasonably susceptible to discovery by the Contractor and was not reported in accordance with Paragraph 2.3, that Claim shall be denied.

ARTICLE 14
RESOLUTION OF CLAIMS

14.1 All Claims made in accordance with Article 13 shall be reviewed and evaluated by the Design Professional. If the Claim is not made in strict accordance with Article 13, it shall be rejected as waived. Any failure by the Design Professional to reject the Claim for failure to meet the requirements of Article 13 is not binding on the Owner and the Owner may reject the Claim for such failure.

14.2 No later than seven (7) days from receipt of the Claim by the Design Professional, it shall:

.1 Make a written request to the Contractor or Owner for more data to support the Claim;

.2 Attempt to facilitate resolution of the Claim through informal negotiations; or

.3 If the Claim is by the Contractor, make a written recommendation to the Owner, with a copy to the Contractor, that the Owner reject or approve all or part of the Claim and state the reasons for the Design Professional's recommendation. If the Claim is by the Owner, make a written recommendation to the Contractor, with a copy to the Owner, that the Contractor reject or approve all or part of the Claim and state the reasons for the Design Professional's recommendation.

14.3 If the Design Professional requests more data from the Contractor or the Owner under subparagraph 14.2.1, the Contractor or Owner shall respond no later than seven (7) days from receipt of such request, and provide additional data, provide a date certain by which additional data will be provided, or state that it will not provide additional data. Upon receipt of data, if any, in accordance with this section, the Design Professional will complete the evaluation of the Claim. Failure to respond at all or failure to provide data by the date specified in the response to the request shall result in the Claim being evaluated based on the information in the Design Professional's possession.

14.4 In evaluating the Claim, the Design Professional may consult with the Contractor, the Owner or other persons with knowledge or expertise that may assist the Design Professional in its evaluation.

14.5 No later than fourteen (14) days after receipt by the Owner of the Design Professional's recommendation regarding the Contractor's Claim, the Owner shall, in writing, notify the Contractor and the Design Professional of its decision regarding the Claim. No later than fourteen (14) days after receipt by the Contractor of the Design Professional's recommendation regarding the Owner's Claim, the Contractor shall, in writing, notify the Owner and the Design Professional of its decision regarding the Claim.

14.6 The Owner's decision regarding the Contractor's Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract, and the Contractor's decision regarding the Owner's Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract.

ARTICLE 15
SUBCONTRACTORS

15.1 A document in the form of Exhibit E shall be completed and submitted upon execution of this Contract and those subcontractors named therein shall match those subcontractors named in the Contractor's bid unless otherwise agreed to in writing by the Owner. Also upon execution of this Contract by the Contractor, the Contractor shall identify to the Owner and the Design Professional, in writing, those parties intended as subcontractors on the Project not otherwise named in Exhibit E. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract Termination as set forth in this Contract. All subcontractors shall, throughout the duration of this Contract, be properly licensed as Idaho Public Works Contractors.

15.2 The Contractor conditionally assigns each of its subcontracts related to the Project to the Owner. All subcontracts between the Contractor and the subcontractors shall obligate the subcontractor to such conditional assignment. Upon a Termination by the Owner for cause under Paragraph 20.1, the Owner may accept such conditional assignment by written notification to the applicable subcontractor and to the Contractor. Such acceptance is subject to the rights of the Surety, if any, relating to the Contract.

ARTICLE 16
CHANGES IN THE WORK

16.1 General

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

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

16.2 Change Orders

.1 A "Change Order" is a written instrument prepared by the Design Professional and signed by the Owner, Contractor and Design Professional, stating their agreement upon: a change in the work, any adjustment in the Fixed Price Contract Amount and any adjustment in the Contract Time;

.2 Methods used in determining adjustments to the Fixed Price Contract Amount may include those listed in subparagraph 16.3.4;

.3 The amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11;

.4 Any Change Order prepared, including those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including all direct, indirect and consequential costs associated with such change and any and all adjustments to the Fixed Price Contract Amount and Contract Time. In the event a Change Order increases the Fixed Price Contract Amount, the Contractor shall include the Work covered by such Change Order in the Contractor's Request for Payment as if such Work were originally part of the Project and Contract Documents; and

.5 By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Fixed Price Contract Amount or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor's examination.

16.3 Construction Change Directive (CCD)

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

.2 A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the Work agreed to by the Design Professional's representative, the Owner's Field Representative and the Contractor's superintendent or project manager. The limits of these representatives' authority with regard to Construction Change Directives shall be documented in writing by the Design Professional, Owner and Contractor;

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

.4 If the Construction Change Directive provides for an adjustment to the Fixed Price Contract Amount, the adjustment shall be based on one (1) of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in subparagraph 16.3.7;

.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional in writing within forty-eight (48) hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Fixed Price Contract Amount or Contract Time;

.6 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Fixed Price Contract Amount and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a future Change Order;

.7 If the Contractor does not respond promptly or disagrees with the method for adjustments in the Fixed Price Contract Amount or Contract Time, the method and the adjustment shall be determined by the Design Professional on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Fixed Price Contract Amount, an allowance for overhead and profit in accordance with subparagraph 16.3.11. In such case of an increase in Fixed Price Contract Amount, and also under subparagraph 16.3.4, the Contractor shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this subsection shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' compensation insurance;

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

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

.4 Costs of permit fees and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change;

.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Fixed Price Contract Amount shall be for the actual net cost of the decrease, confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a

change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change;

.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in the Contractor's Request for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs;

.10 When the Owner and Contractor agree with the determination by the Design Professional concerning the adjustments in the Fixed Price Contract Amount and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order; and

.11 For purposes of subparagraphs 16.2.3 and 16.3.7, the allowance for combined overhead, profit, bonds and insurance shall be limited as follows, unless otherwise provided in the Contract Documents:

.1 For changes, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or

.2 The Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

16.4 The Design Professional will have authority to order minor changes in the Work not involving adjustment in the Fixed Price Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 17
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

17.1 If the Contractor covers, conceals or obscures its Work in violation of this Contract or in violation of a directive or request from the Owner or the Design Professional, such Work shall be uncovered and displayed for the Owner's or Design Professional's inspection upon request and shall be reworked at no cost in time or money to the Owner.

17.2 If any of the Work is covered, concealed or obscured in a manner not addressed by Paragraph 17.1, it shall, if directed by the Owner or the Design Professional, be uncovered and displayed for the Owner's or Design Professional's inspection. If the uncovered Work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.

17.3 The Contractor shall, at no cost in time or money to the Owner, promptly correct Work (fabricated, installed or completed) rejected by the Owner or by the Design Professional as defective or that fails to conform to this Contract whether discovered before or after Substantial

Completion. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

17.4 In addition to any other warranty obligations in this Contract, the Contractor shall be specifically obligated to correct, upon written direction from the Owner, any and all defective or nonconforming Work for a period of twelve (12) months following Substantial Completion.

17.5 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Fixed Price Contract Amount shall be reduced by the lesser of: (i) the reasonable costs of removing and correcting the defective or nonconforming Work; or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Fixed Price Contract Amount, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 18
TERMINATION BY THE CONTRACTOR

18.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order by a court or by another public authority having jurisdiction and authority which requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency, which requires all Work to be stopped.

18.2 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract pursuant to Paragraph 20.3.

ARTICLE 19
OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

19.1 The Owner may, at any time and without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If the Owner directs any such suspension, the Contractor must immediately comply with same.

19.2 In the event the Owner directs a suspension of performance under this Article, and such suspension is through no fault of the Contractor, the Fixed Price Contract Amount and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption to cover the Contractor's reasonable costs, actually incurred and paid, of:

.1 Demobilization and remobilization, including such costs paid to subcontractors;

.2 Preserving and protecting Work in place;

.3 Storage of materials or equipment purchased for the Project, including insurance thereon; and

.4 Performing in a later, or during a longer, time frame than that provided by this Contract.

19.3 The adjustment of the Fixed Price Contract Amount shall include an amount for a reasonable profit. The adjustment of the Fixed Price Contract Amount shall not include any amount not otherwise allowed under this Contract, including any limitations applicable to Claims. The Contractor shall provide supporting documentation related to any increase upon request of the Owner. No adjustment shall be made to the extent:

.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 That an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 20
TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

20.1 If the Contractor does not perform the Work, or any part thereof, in accordance with the Contract Documents, or in a timely manner; does not supply adequate labor, supervisory personnel, or proper equipment or materials; fails to pay subcontractors; fails to timely discharge its obligations for labor, equipment, and materials; proceeds to disobey applicable law; or otherwise breaches this Contract, then the Owner, in addition to any other rights it may have against the Contractor, may terminate the Contract and assume control of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. Upon such Termination, the Owner may, subject to any superior rights of the Surety, take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; accept assignment of those subcontracts conditionally assigned under Paragraph 15.2; and finish the Work by whatever reasonable method the Owner may deem expedient.

20.2 When the Owner terminates the Contract for cause as provided in Paragraph 20.1, the Contractor shall not be entitled to receive further payment until the Work is finished and shall only be entitled to payment for Work satisfactorily performed by the Contractor in accordance with the Contract Documents. If the costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination

of subcontracts and orders. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Paragraph 20.1 and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination under Paragraph 20.3 and the provisions of Paragraph 20.3 shall apply.

20.3 The Owner may, at any time and for any reason, terminate this Contract. The Owner shall give no less than seven (7) days' written notice of such Termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such Termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated pursuant to this section, the following shall apply:

.1 The Contractor shall submit a Termination Claim to the Owner and the Design Professional specifying the amounts claimed due because of the Termination, together with costs, pricing or other supporting data required by the Owner or the Design Professional. Failure by the Contractor to file a Termination Claim within ninety (90) days from the effective date of termination shall be deemed a complete waiver by the Contractor of any right to any payment;

.2 Before or after receipt of the Termination Claim, the Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder; and

.3 If the Contractor has filed the Termination Claim but the Contractor and the Owner do not agree on an amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

.1 Unpaid Contract prices for labor, materials, equipment and other services provided or perfected prior to termination and acceptable to or accepted by the Owner;

.2 Reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job-site overhead and profit related to such preparation (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated loss, if any; and

.3 Reasonable costs of settling and paying claims arising out of the Termination of subcontracts or orders pursuant to this Paragraph 20.3.

20.4 Costs described in subparagraphs 20.3.3.2 or 20.3.3.3 above shall not include amounts paid in accordance with other provisions hereof. In no event shall the total sum to be paid the

Contractor under subparagraph 20.3.3 exceed the total Fixed Price Contract Amount, as properly adjusted, reduced by the amount of payments previously or otherwise made and by any other deductions permitted under this Contract and shall in no event include duplication of payment.

ARTICLE 21
CONTRACTOR'S LIABILITY INSURANCE

21.1 The Contractor, subcontractor and sub-subcontractor shall purchase and maintain in full force and effect from a company or companies lawfully authorized to do business in the State of Idaho such insurance as will protect the Contractor, subcontractor and sub-subcontractor from claims set forth below which may arise out of or result from the Contractor's or subcontractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts which are applicable to the work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage which are sustained: (i) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (ii) by another person;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Article 11.

21.2 The insurance required by Paragraph 21.1 above shall be written for not less than limits of liability specified in this Contract or as required by law, whichever is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. In addition, for any insurance required that is obtained on a claims-made basis, “tail coverage” is required at the completion of the Work for twenty-four (24) months. Continuous claims-made coverage will be acceptable in lieu of “tail coverage” provided the retroactive date is on or before the effective date of this Contract or twenty-four (24) months “prior acts” coverage is provided.

.1 The insurance required by Paragraph 21.1 above shall be written for not less than the following limits:

.1 Workers' Compensation and Employer's Liability

(a) State Workers Compensation: Statutory

(b) Employer's Liability: $100,000 per Accident

$500,000 Disease, Policy Limit

$100,000 Disease, Each Employee

.2 Comprehensive Commercial General Liability and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project location;

CGL insurance shall be written on Insurance Services Office ("ISO") occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operations, personal (including employee acts) and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). As applicable, coverage must also include a broad form CGL endorsement if the substitute insurance is a 1973 edition CGL or its equivalent;

Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 and CG 20 37 or their equivalent, which endorsement shall include coverage for the Owner with respect to liability arising out of the Work, including completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of Owner for a period of two (2) years following the completion of the work specified in this Contract. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner;

(a) For the hazards of explosion, collapse, and damage to underground property, commonly referred to as XCU, coverage shall be required if the exposures exist; and

This coverage may be provided by the subcontractor if the Owner and prime Contractor are named as additional insureds;

.3 Business Auto and Umbrella Liability Insurance: Contractor shall maintain business, auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident;

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);

Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01;

If hazardous waste will be hauled, Contractor shall obtain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) and the Motor Carrier Act endorsement (MCS 90) shall be attached;

.4 If the General Liability coverages are provided by Commercial Liability policies the:

.1 General Aggregate shall be not less than $2,000,000; and

.2 Fire legal liability shall be provided in an amount not less than $100,000 per occurrence; and

.5 Umbrella Excess Liability. An umbrella policy may be used in combination with other policies to provide the required coverage.

21.4 The Contractor may include all subcontractors as insureds under the Contractor's policies in lieu of separate policies by each subcontractor. The Contractor must furnish the State of Idaho, Idaho Transportation Department, with the required endorsements or certificates of insurance from each subcontractor which names the subcontractor, its officials, employees and volunteers as insureds.

21.5 Certificates of Insurance for Workers' Compensation shall be on the standard form. Certificates of Insurance for Commercial or Comprehensive General Liability shall be the most current ACORD Form 25 or 28, must be acceptable to the Owner and shall be filed with the Owner prior to commencement of the Work. The Owner may require proof of coverage by an endorsement. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Contractor's Request for Payment as required by Article 7. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

ARTICLE 22
OWNER'S LIABILITY INSURANCE

The Owner, at its option, may purchase or maintain insurance for protection against claims which may arise from operations under the Contract.

ARTICLE 23
PROPERTY INSURANCE

23.1 Unless otherwise provided, the Owner shall purchase or maintain, from a company or companies lawfully authorized to do business in the State of Idaho, property insurance written on a builders risk "all-risk" or equivalent policy form in an amount not less than the initial Fixed Price Contract Amount. Such property insurance shall be maintained until final payment to the Contractor has been made. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors.

23.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not necessarily be limited to insurance against the perils of fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for the Design Professional's expenses required as a result of such insured loss.

23.3 If the property insurance requires deductibles, the Owner shall pay costs of such deductibles.

23.4 Boiler and Machinery Insurance. The Owner will purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and testing.

23.5 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of the Owner's property due to fire or other hazards, however caused.

23.6 Waivers of Subrogation. The Owner and Contractor waive all rights against: (i) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other; and (ii) the Design Professional, Design Professional's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the Work caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Design Professional, Design Professional's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The Owner does not waive its subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work.

23.7 The Contractor authorizes the Owner to negotiate and agree on the value and extent of, and to collect the proceeds payable with respect to, any loss under a policy of insurance carried by the Owner pursuant to any of the provisions of this Article. The Owner shall have full right and authority to compromise any claim, or to enforce any claim by legal action or otherwise, or

to release and discharge any insurer, by and on behalf of the Owner and Contractor. The Owner shall provide written notice to Contractor of: (i) its having reached any such settlement or adjustment with an insurer; and (ii) the receipt of any funds pursuant to this Article. Any objection by the Contractor to a settlement or adjustment made under this Article must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the Contractor agree to attempt to resolve the dispute by mutual agreement.

23.8 A loss under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause.

23.9 The Owner shall deposit proceeds so received, in a manner in which such proceeds can be separately accounted for, which proceeds the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract pursuant to Article 20, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 16.

23.10 The Contractor shall pay subcontractors their shares of the insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to acknowledge the Owner's authority under this Article 23 and make payments to their sub-subcontractors in similar manner.

23.11 Nothing contained in this Article 23 shall preclude the Contractor from obtaining, solely at its own expense, additional insurance not otherwise required.

ARTICLE 24
PERFORMANCE AND PAYMENT BONDS

24.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Fixed Price Contract Amount and shall include a power of attorney attached to each bond. The signature of both the Contractor (principal) and the Surety are required. If the Surety is incorporated, both bonds must have the corporate seal. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Price Contract Amount is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be AIA Document A312, or a standard surety form certified approved to be the same as the AIA Document A312, and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner and authorized to do business in the State of Idaho.

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

24.3 It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties or liability under bonds or the Contract.

ARTICLE 25
PROJECT RECORDS

25.1 All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor or any subcontractor of the Contractor, shall be made available to the Owner or the Design Professional for inspection and copying upon written request. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion or termination of the Contract or for any longer period of time as may be required by law or good construction practice.

ARTICLE 26
MISCELLANEOUS PROVISIONS

26.1 The law is hereby agreed to be the law of the State of Idaho. The parties further agree that venue for any proceeding related to this Contract shall be in Boise, Ada County, Idaho, unless otherwise mutually agreed by the parties.

26.2 Pursuant to Section 54-1904A, Idaho Code, within thirty (30) days after award of this Contract, the Contractor shall file with the Idaho State Tax Commission, with a copy to the Owner, a signed statement showing the date of Contract award, the names and addresses of the home offices of contracting parties, including all subcontractors, the state of incorporation, the Project Number and a general description of the type and location of the Work, the amount of the prime contracts and all subcontracts and all other relevant information which may be required on forms which may be prescribed by the Idaho State Tax Commission.

26.3 The Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises or license fees to which it is liable become payable, agrees:

> **.1** To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;

.2 That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

.3 That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.

26.4 Before entering into a Contract, the Contractor shall be authorized to do business in the State of Idaho and shall submit a properly executed Contractor's Affidavit Concerning Taxes (Exhibit D).

26.5 Pursuant to Section 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States." (Ref. Section 44-1001, Idaho Code)

26.6 The Contractor shall maintain, in compliance with Title 72, Chapter 17, Idaho Code, a drug-free workplace program throughout the duration of this Contract and shall only subcontract work to subcontractors who have programs that comply with Title 72, Chapter 17, Idaho Code.

26.7 As between the Owner and Contractor as to acts or failures to act, any applicable statute of limitations shall commence to run and any legal cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

26.8 The Contractor and its subcontractors and sub-subcontractors shall comply with all applicable Idaho statutes with specific reference to Idaho Public Works Contractors' licensing laws in the State of Idaho, Title 54, Chapter 19, Idaho Code, as amended.

26.9 The Contractor shall not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States and take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the Fixed Price Contract Amount per violation and/or Termination of this Contract. The Contractor also acknowledges that, if it is a natural person, it is subject to Title 67, Chapter 79, Idaho Code regarding verification of lawful presence in the United States.

ARTICLE 27

EQUAL OPPORTUNITY

The Contractor shall maintain policies of employment as follows:

27.1 The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

27.2 The Contractor and the Contractor's subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

ARTICLE 28
SUCCESSORS AND ASSIGNS

28.1 Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract or any part of it or right or obligation pursuant to it without prior written consent of the Owner. If Contractor attempts to make assignment without consent of Owner, Contractor shall remain legally responsible for all obligations under this Contract.

ARTICLE 29
SEVERABILITY

29.1 In the event any provision or section of this Contract conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

ARTICLE 30
MEDIATION

30.1 Contractor Claims for additional cost or time are subject to Article 13, shall be reviewed as provided in accordance with that Article and, as a condition precedent to litigation, are subject to dispute resolution attempts and mediation in accordance with this Article. All other issues and disputes arising from this contract are also subject to dispute resolution attempts & mediation in accordance with this Article, as a condition precedent to litigation.

30.2 The parties agree that resolution of any dispute or disagreement without formal legal proceedings is to their mutual benefit and to the benefit of the Project.

30.3 The parties agree to make every reasonable attempt to resolve any issues or disputes informally. The parties further agree that prior to the institution by either of legal or equitable proceedings of any kind, and as a condition precedent thereto, any dispute between the Contractor and the Owner related to the Contract, including a dispute over the Owner's decision regarding a Claim, shall be subject to mediation as follows:

.1 If the issue to be mediated involves only a dispute regarding the Contract Time, no request to mediate shall be made unless liquidated damages have been assessed by the Owner. If the issue to be mediated involves a Claim or other financial dispute, no request to mediate shall be made unless the amount is $50,000 or more or until there are cumulative Claims or disputes amounting to $50,000 or more; provided, however, that a mediation request can be made as to any Claim or financial matter at any time after Substantial Completion;

.2 The party seeking mediation shall notify the other party in writing of its mediation request. In such written request, the requesting party must clearly describe the issues it believes are subject to mediation;

.3 Within fifteen (15) days of receipt of the mediation request, the non-requesting party shall respond in writing to the request;

.4 Unless the Owner and the Contractor agree to other rules for mediation, mediation shall be in accordance with the Construction Industry Rules of Arbitration and Mediation Procedures in effect at the time of the mediation;

.5 The parties shall share the mediator's fee and any filing fees equally; provided, however, that if a party makes a written request to the mediator without satisfying the requirements of this section and by doing so incurs any costs or fees, that party shall be solely responsible for the costs or fees;

.6 Unless otherwise mutually agreed to by the parties, the mediation shall be in Boise, Ada County, Idaho;

.7 The parties shall cooperate in arranging the other details of mediation, such as selection of the mediator, mediation dates and times;

.8 The parties agree that all parties necessary to resolve the matter shall be parties to the same mediation proceeding; provided, however, that no subcontractor or sub-subcontractor shall attend the mediation absent advance notice and consent from the Owner;

.9 Agreements reached in mediation shall be enforceable as settlement agreements in any court having proper jurisdiction; and

.10 Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during any mediation proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Contract Documents.

30.4 If mediation fails to resolve the dispute, either party may file an action in the courts of Idaho in accordance with the venue provision contained in this Contract.

ARTICLE 31
WAIVER OF CONSEQUENTIAL DAMAGES

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

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

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

31.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Articles 18 and 20. Nothing contained in this paragraph shall be deemed to preclude an award of the assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

OWNER

State of Idaho
Idaho Transportation Department

_____
Date Executed

By: _____
Maria Horn, Facilities Management
Contracting Officer

CONTRACTOR

_____
Contractor's Name- Typed

SEAL

_____
Date Executed

By: _____
Signature

_____
Printed Name

_____
Title

EXHIBIT A

OWNER'S PROJECT IDENTIFICATION INFORMATION:

D6 HQ Materials Testing Lab Upgrade
ITD Project No. FM62103
206 N Yellowstone Hwy.
Rigby, Idaho 83440

General Project Description: work includes adding slot hoods and general exhaust fans to lab areas. Work also includes adding ventilating louvers which are interlocked with exhaust fans, and adding a water heater to provide tempered water to an emergency shower.

ADDENDA: Addenda applicable to the Contract and made a part of are as follows:

Addendum No. _____ Dated _____
Addendum No. _____Dated _____
Addendum No. _____Dated _____

FIXED PRICE CONTRACT AMOUNT AND ACCEPTED ALTERNATES:

Base Bid Amount:			$.00
Alternate No. __	(_____)	add	$.00
Alternate No. __	(_____)	add	$.00
Alternate No. __	(_____)	add	$.00
Total Fixed Price Contract Amount			
(_____) Dollars			$.00

Contractor's Requests for Payment are to be submitted for Work accomplished through the _____ day of each month as described in Paragraph 7.3.

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES:

A. The Contractor shall commence construction of its scope of the Work in accordance with the Notice to Proceed issued by the Owner and which will become Exhibit F to this Contract.

B. The Contractor shall accomplish Substantial Completion as defined in Article 6 of the Contract within (90) consecutive calendar days from the date authorized to proceed in the Notice to Proceed.

C. The amount of liquidated damages per day for each and every day of unexcused delay as outlined in Article 6 on the Contract is: Five Hundred Dollars ($500.00)

DRAWINGS AND SPECIFICATIONS

The Owner shall furnish the Contractor 1 set of Drawings and Project Manuals

SPECIAL CONDITIONS

A. In Article 21, Paragraph 21.3, add the Idaho State Building Authority to be named as an additional insured.

B. In Article 21, Paragraph 21.5, also provide a separate certificate issued to the Idaho State Building Authority showing the Idaho State Building Authority as an additional insured.

EXHIBIT B

ADDRESSES and AUTHORIZED REPRESENTATIVES: The names, addresses and authorized representatives of the Owner, the Contractor and the Design Professional are:

OWNER

Owner:
Idaho Transportation Department
Tony Pirc, Facilities Manager
3311 W State St
Boise, Idaho, 83703
208-334-8600
tony.pirc@itd.idaho.gov

Contracting Officer:
Idaho Transportation Department
Maria Horn, Facilities Management Contracting Officer
3311 W State St
Boise, Idaho, 83703
208-334-8606
maria.horn@itd.idaho.gov
May sign for Owner: Yes [X] No [ ]

Field Representative:
Idaho Transportation Department
Jeff Call, TSEA
206 N Yellowstone Hwy.
Rigby, Idaho 83440
208-745-5310
jeff.call@itd.idaho.gov
May sign for Owner: Yes [ ] No [X]

CONTRACTOR

Contractor: _____ (company name)
_____ (address)
_____ (city, state, zip)
_____ (telephone and FAX)
Public Works Contractors License No. _____

Officer: _____ (name and title)
_____ (telephone)
_____ (E-mail)

Contractor's Project Manager: _____ (name)
_____ (telephone and FAX)
_____ (E-mail)
May sign for Contractor: Yes [ ] No [ ]
Change Orders: up to: $____.00
Construction Change Authorizations: up to: $_____.00
Contractor's Request for Payment

Contractor's Superintendent: _____ (name)
_____ (telephone and FAX)
_____ (E-mail)
May sign for Contractor: Yes [ ] No [ ]
Construction Change Authorizations: up to $_____.00

DESIGN PROFESSIONAL

Design Professional:

Musgrove Engineering, P.A. *(firm name)*
234 S Whisperwood Way *(address)*
Boise, Idaho 83709 *(city, state and zip)*
208-384-0585 *(telephone)*
208-384-0765 *(FAX)*

Professional's
Project Manager: Todd Nelson, P.E. *(name)*
Professional License No. 13789
208-384-0585 *(telephone)*
208-384-0765 *(FAX)*
toddn@musgrovepa.com *(E-mail)*

Professional's
Field Representative: Chris Dyke
208-384-0585 *(telephone)*
208-384-0765 *(FAX)*
chrisd@musgrovepa.com *(E-mail)*

May sign for Design Professional:

Field Reports	Yes [ ]	No [ ]
Change Order Proposal Requests	Yes [ ]	No [ ]
Construction Change Authorization:	Yes [ ]	No [ ]
Construction Change Order	Yes [ ]	No [ ]
Design Professional's Supplemental Instructions	Yes [ ]	No [ ]
Interpretations of the Contract Documents	Yes [ ]	No [ ]
Contractor's Request for Payment	Yes [ ]	No [ ]
Acceptance of Substantial Completion	Yes [ ]	No [ ]
Acceptance of final completion	Yes [ ]	No [ ]

EXHIBIT C

LIST OF DRAWINGS:

Mechanical

Sheet	Description
MG0.0	Title Sheet
M0.0	Mechanical Cover Sheet
M0.1	Mechanical Comcheck
M1.0	Basement Mechanical Floor Plan
M1.1	Main Floor Mechanical Floor Plan
M2.0	Enlarged Mechanical Room Floor Plan
M3.0	Mechanical Room Piping Schematics
M4.0	Mechanical Details and Schedules

Electrical

E0.0	Electrical Legend and General Notes
E1.0	Basement Floor Mech Electrical Demo and Installation Plans
E1.1	Main Floor Mech Electrical Demo and Installation Plans
E2.0	Enlarged Basement Mech Room Electrical Demo and Installation Plans
E3.0	Panel Schedules

LIST OF SPECIFICATIONS:

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 013000 ADMINISTRATIVE REQUIREMENTS
SECTION 015000 TEMPORARY FACILITIES AND CONTROLS
SECTION 017000 EXECUTION AND CLOSEUT REQUIREMENTS
SECTION 017800 CLOSEOUT SUBMITTALS

DIVISION 2 – DEMOLITION

SECTION 024100 DEMOLITION

DIVISION 9 – FINISHES
SECTION 099000 PAINTING AND COATING

DIVISION 23 – MECHANCIAL

SECTION 220000 PLUMBING GENERAL REQUIREMENTS
SECTION 220100 PLUMBING
SECTION 230000 HVAC GENERAL REQUIREMENTS
SECTION 230100 HVAC
SECTION 230150 MECHANICAL START-UP
SECTION 230593 TESTING, ADJUSTING, BALANCING FOR HVAC

DIVISION 26 – ELECTRICAL

SECTION 260500 ELECTRICAL GENERAL PROVISIONS
SECTION 260519 CONDUCTORS AND CABLES
SECTION 260526 GROUNDING

SECTION 260529 SUPPORTING DEVICES
SECTION 260533 RACEWAYS AND BOXES
SECTION 260543 UNDERSLAB AND UNDERGROUND ELECTRICAL WORK
SECTION 262416 PANELBOARDS

EXHIBIT D

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

Pursuant to the Title 63, Chapter 15, Idaho Code I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a Contract for construction of any public works in the State of Idaho.

SEAL

_____
Name of Contractor

_____
Address

_____
City and State

By:

_____
(Signature)

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

_____
NOTARY PUBLIC
Residing at: _____
Commission expires: _____

EXHIBIT E

NAMED SUBCONTRACTORS:

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work were named in the bid and are as follows:

Plumbing (PWCL Category 15400)

(Name) _____
(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Plumbing Contractors License No. _____

Heating Ventilating & Air Conditioning (PWCL Category 15700-HVAC)

(Name)_____
(Address)_____

Idaho Public Works Contractors License No._____

Idaho HVAC Contractors License No. _____

Electrical (PWCL Category 1600)

(Name) _____
(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

EXHIBIT F

Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 7129 • Boise ID 83707-1129
(208) 334-8000 • itd.idaho.gov

DATE

COMPANY NAME
Attn: NAME
ADDRESS
CITY STATE ZIP

RE: ITD FM_____ - CONTRACT NOTICE TO PROCEED

Dear Mr. _____:

Attached is the executed contract, number FM_____, between the Idaho Transportation Department and _____ for the _____ services at our _____ location.

Please make contact with _____ to initiate the work as outlined in the attached document. His contact information is:

NAME
EMAIL
208- ___-____

We thank you for your interest to work with the Idaho Department of Transportation and hope that you will consider future opportunities.

Please contact me at 208-334-8606 if you have any questions,

Maria Horn
Facility Management Contracting Officer
Idaho Transportation Department

Attachment

Sample

EXHIBIT G

Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date:_____

PART I -- AWARDING AGENCY INFORMATION:		
Name of agency	Mailing address	City, state, and ZIP Code
Contact name	Phone number	Email address

PART II -- CONTRACTOR INFORMATION:			
Name of contractor	Mailing address		City, state, and ZIP Code
Federal EIN	Contact name	Phone number	Email address

PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):			
Name of business	Mailing address		City, state, and ZIP Code
Federal EIN	Contact name	Phone number	Email address

Send a copy of the approved Tax Release to: Awarding Agency ☐ Contractor ☐ Construction Manager

NOTE: *We will email all copies unless otherwise requested*

PART IV -- PROJECT INFORMATION:			
Name of project		Location of project	
Description of project			
Project number assigned by awarding agency	Project start date	Project completion date	Final/closing contract amount (includes all change orders)

Did any government entities supply materials which were installed by this contractor or its subs?:
_____ Yes _____ No

If YES, list these materials and their dollar values. (Attach additional information if needed)

List Materials	List Dollar Values of Materials
	$
	$
	$

Send to: Contract Desk/Sales Tax Audit

Idaho State Tax
Commission PO Box 36
Boise ID 83722-0410
Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: **contractdesk@tax.idaho.gov**

NOTE: *Please allow 30 days to process a Tax Release Request. You must send a complete, signed Form WH-5 Public Works Contract Report to the Idaho State Tax Commission to complete this request.*

EXHIBIT H

RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

I, _____, do hereby release the State of Idaho from any and all claims of any character whatsoever arising under and by virtue of contract number _____ Dated _____ as amended, except as herein stated.

Dated _____ Contractor _____

EXHIBIT J

Conditions Precedent to Final Payment

Date: _____

ITD Project No. _____
Project Title:_____
Location:_____

Send to:
State of Idaho
Idaho Transportation Department
3311 W State St
Boise, Idaho 83703

Copy to:
Design Professional
_____
_____
_____

Contractor's Responsibilities:

Per Paragraph 7:13 of the Fixed Price Contract: As a condition precedent to final payment, the Contractor must furnish the owner, in the form and manner required by Owner, to be submitted to the Design Professional for approval, the following:

- ❒ Contractor's Final Request for Payment Form has been provided;
- ❒ Release of Claims form has been provided (ITD's form, Exhibit H);
- ❒ Contractor's Affidavit of Payment of Debts and Claims Form has been provided (AIA G706);
- ❒ Consent of Surety to Final Payment has been provided (AIA G707);
- ❒ Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of the Contractor has been provided.
- ❒ Public Works Contract Tax Release from the Idaho Tax Commission has been provided;
- ❒ ITD's Letter of Completion/Final Inspection Sign-Off (as required);
- ❒ Project Finalization and Start Up has been provided (as required, Exhibit L);

_____

Contractor's Signature Date

Design Professional's Approval for Payment:

- ❒ All Documents Required per Paragraph 7.13 of the Fixed Price Contract
- ❒ All Warranties, Guarantees, etc. have been received, approved and have been provided.
- ❒ As-Built Drawings have been received, reviewed and approved.
- ❒ Record Drawings have been completed. All of the required copies of the Record Documents and electronic media are attached.
- ❒ All punch list items have been verified and signed off as complete.

To the best of my knowledge, information, and belief, and on the basis of my observations and inspections, I certify the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the required documentation required by Paragraph 7.13 of the fixed priced contract has been received. The entire balance, as shown on the attached Final Request for Payment, is due and payable.

_____

Design Professional's Signature Date

EXHIBIT L

PROJECT FINALIZATION AND START-UP

Upon completion of the equipment and systems installation and connections, the contractor shall assemble all equipment factory representative and subcontractors together for system start-up.

These people shall assist in start-up and check out their system(s) and remain at the site until the total system operation is acceptable and understood by the agency's representative(s). The factory representative and system subcontractor shall also give instructions on operation and maintenance of their equipment to the agency's maintenance and/or operation personnel. To prove acceptance of operation and instruction by the agency's representative(s), this written statement of acceptance shall be signed below.

> "I, the Contractor, associated factory representative and subcontractors, have started each system and the total system; and have proven their normal operation to the agency's representative(s) and maintenance/operation personnel and have instructed him/them in the operation and maintenance thereof."

Agency's Representative	Contractor
Signature	Signature
Date	Date

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preconstruction meeting.

B. Progress meetings.

C. Construction progress schedule.

D. Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

A. Owner will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. Owner.
   2. Engineer.
   3. Contractor.

C. Agenda:
   1. Submission of list of products, schedule of values, and progress schedule.
   2. Designation of personnel representing the parties to Contract and Engineer.
   3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   4. Scheduling.

D. Record minutes and distribute copies within two days after meeting to participants, with one copy to Engineer, Owner, participants, and those affected by decisions made.

3.2 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals.

B. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Engineer.

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

D. Record minutes and distribute copies within two days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.

3.3 CONSTRUCTION PROGRESS SCHEDULE

A. Within 10 days after date of the Agreement, submit preliminary schedule.

B. Submit updated schedule with each Application for Payment.

3.4 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Use a separate transmittal for each item.
   2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

3.5 SUBMITTAL REVIEW

A. Submittals for Review: Engineer will review each submittal, and approve, or take other appropriate action.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary utilities.

B. Temporary sanitary facilities.

C. Waste removal facilities and services.

1.2 TEMPORARY UTILITIES

A. Owner will provide the following:

1. Electrical power, consisting of connection to existing facilities.
2. Water supply, consisting of connection to existing facilities.

B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.3 TEMPORARY SANITARY FACILITIES

A. Permanent facilities may be used during construction operations.

B. Maintain daily in clean and sanitary condition. If it is found that the existing restrooms are not kept clean, then the contractor will no longer be able to use the on-site restrooms and will need to provide construction porta-potties at no cost to the Owner.

1.4 INTERIOR ENCLOSURES

A. Provide temporary partitions as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.5 SECURITY

A. Coordinate with Owner's security program.

1.6 VEHICULAR ACCESS AND PARKING

A. Safety and security of construction personnel as well as ITD personnel is of utmost importance. Coordination between Contractor and Owner will be required to make sure that interaction between traffic and personnel is minimized and safe.

B. Coordinate access and haul routes with governing authorities and Owner.

C. Existing parking areas may be used for construction parking. location of construction parking and staging must be coordinated with the owner.

1.7 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Cutting and patching.

C. Cleaning and protection.

D. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.2 PROJECT CONDITIONS

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

C. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

PART 2 PRODUCTS

2.1 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.1 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.3 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. Perform whatever cutting and patching is necessary to:

1. Complete the work.
2. Fit products together to integrate with other work.

3. Provide openings for penetration of mechanical, electrical, and other services.
4. Match work that has been cut to adjacent work.
5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.
7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.

C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

D. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
2. Match color, texture, and appearance.
3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.4 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.5 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

3.6 FINAL CLEANING

A. Use cleaning materials that are nonhazardous.

B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

C. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.7 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.

B. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.

C. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected

and submit to Engineer.

D. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

E. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.

F. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Project Record Documents.

B. Operation and Maintenance Data.

C. Warranties and bonds.

1.2 SUBMITTALS

A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.

B. Operation and Maintenance Data:

1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.

C. Warranties and Bonds:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
2. Addenda.
3. Change Orders and other modifications to the Contract.

B. Record information concurrent with construction progress.

C. Record Drawings: Legibly mark each item to record actual construction including:

1. Field changes of dimension and detail.
2. Details not on original Contract drawings.

3.2 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.4 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 02 4100
DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.2 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.1 SCOPE

A. Remove gypsum board ceiling, including support framing for ceiling.

B. Remove existing lighting and associated conduit. see electrical plans.

C. clean/grind joints in pre-cast tunnel sections to receive repairs

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.

1. Obtain required permits.
2. Provide, erect, and maintain temporary barriers and security devices.
3. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
4. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.

B. Protect existing structures and other elements that are not to be removed.

3.3 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

1. Verify that construction and utility arrangements are as indicated.
2. Report discrepancies to Engineer before disturbing existing installation.

B. Remove existing work as indicated and as required to accomplish new work.

1. Remove items indicated on drawings.

C. Services (Including but not limited to HVAC, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
2. Remove abandoned pipe, ducts, conduits, and equipment; remove back to source of supply where possible, otherwise cap stub and tag with identification.

D. Protect existing work to remain.

3.4 DEBRIS AND WASTE REMOVAL

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

END OF SECTION

SECTION 09 9000
PAINTING AND COATING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Scope: Finish all interior surfaces, unless fully factory-finished and unless otherwise indicated, including the following:

1. Mechanical and Electrical:

a. In finished areas, paint all insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.

D. Do Not Paint or Finish the Following Items:

1. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.

2. Floors, unless specifically so indicated.

3. Glass.

4. Concealed pipes, ducts, and conduits.

1.2 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Engineerural Coatings; U.S. Environmental Protection Agency; current edition.

1.3 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide complete list of all products to be used, with the following information for each:

1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").

2. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.

C. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

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

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.6 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.

2.2 PAINTS AND COATINGS - GENERAL

A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.

1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
2. Supply each coating material in quantity required to complete entire project's work from a single production run.
3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

C. Volatile Organic Compound (VOC) Content:

1. Provide coatings that comply with the most stringent requirements specified in the following:
   a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Engineerural Coatings.
2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

2.3 PAINT SYSTEMS - INTERIOR

A. All exposed wall and ceiling interior surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, shop primed steel, galvanized steel, aluminum, and conduit and pipe.

B. Previously painted surfaces

1. One top coat over cleaned and prepped painted surface.

C. Unfinished concrete, grout, piping, conduit etc.

1. One top coat and one coat primer.
2. Top Coat(s): High Performance Interior Latex Paint and Primer in One.
3. Basis of Design:
   a. Sherwin-Williams Superpaint Interior Latex. A86 Series. Flat.
   b. Equal products by other manufacturers may be acceptable. Subit alternate products for approval.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes

unless moisture content of surfaces are below the following maximums:

1. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.

3.2 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to coating application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Seal surfaces that might cause bleed through or staining of topcoat.

D. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

E. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

F. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.

G. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.

H. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

3.3 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's instructions.

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance.

E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.4 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

END OF SECTION

DIVISION 22 – PLUMBING

SECTION 22 0000

PLUMBING GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE:

A. General:

1. The Bidding Requirements, Contract Requirements, and the General Requirements (Division 01) of these specifications shall govern all parts of the work.

B. Work Included:

1. Install work in accordance with these specifications and the accompanying plans. Furnish all labor, material, and equipment together with all incidental items not specifically shown or specified which are required by good practice to provide the complete plumbing systems as described.

C. Coordination and Site Visits:

1. This section of the work requires examination of and reference to all structural, utility, and electrical drawings for construction conditions that may affect the work. Inspect the building site and existing facilities for verification of existing conditions. Base all measurements from established benchmarks. Any discrepancy between actual measurements and those indicated, which prevents following good practices or the intent of the drawings and specifications, shall be reported to the Engineer, and work halted until instructions are received from the Engineer.

1.2 CODES, PERMITS, FEES:

A. Install all work in accordance with applicable codes and standards. Obtain all required permits; pay all required fees including utility connections or extensions, in connection with this portion of the construction. Obtain all required certificates of inspection for the work.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP:

A. Materials:

1. All materials and equipment shall be of first quality, new, full size and weight, standard in every respect, and suitable for the space required. Use the same manufacturer for products of similar class or service, such as valves and pumps. Protect all materials against loss, theft, or damage before and after installation.
2. Furnish and install all necessary foundations, supports, pads, bases, and piers required for all materials and equipment furnished under this contract.
3. Provide all required firestopping at piping penetrations of fire rated walls, floors, ceilings, and roofs. Firestopping shall be Dow Corning Fire Stop Sealant 2000 or Fire Stop Foam 2001, or approved equal.
4. Provide a heat-expanding fire collar for all non-metallic piping up to 6” size at penetrations of fire rated walls, floors, and ceilings per ASTME 814.

B. Workmanship:

1. All materials and equipment shall be installed in a neat and workmanlike manner by competent specialists for each subtrade. Work shall be installed to the satisfaction of the Engineer with unsatisfactory work removed and reinstalled to his satisfaction at no extra cost to the Owner.
2. Provide all cutting and patching necessary to install the work specified in this section. Patching shall match adjacent surfaces. No structural members shall be cut without the approval of the Engineer. Provide all sleeves and inserts required before the floors and walls are built.

3. Locate all equipment that must be serviced in fully accessible positions. Provide clearance for removal of replacement parts and components, and with necessary couplings or flanges to remove the component for maintenance.

2.2 SUBMITTALS AND SUBSTITUTIONS:

A. Prebid Approval:

1. Manufacturer’s trade names and catalog numbers stated herein are intended to indicate the quality of equipment or materials desired. All manufacturers not specifically listed require prior approval. Submit catalog data, including specifications, of the proposed equipment to the Engineer for his approval at least 10 calendar days prior to bid opening. Notice of such approvals will be published in an addendum. Approval of listed alternate equipment manufacturers is for bidding only. Final approval is to be based on requirements of the plans and specifications.

B. Submittals:

1. Within thirty days after award of this contract, provide an electronic copy of a complete list of all materials and equipment proposed for this project. List shall contain make, type, manufacturer's name, and trade designation of all materials and equipment. Submittal shall also include manufacturer's complete specification for each item, including ratings, and dimensions as required to check space requirements. The scheduled equipment is the basis of design for physical size, etc. Alternate manufacturers shall not exceed the weight or physical size. Any changes to the Structural and Mechanical systems due to alternate manufactures shall be the responsibility of the Contractor and Supplier. Submittals for fixtures, trim, and other plumbing related items, requiring submittals, shall be submitted in a single complete package. Individual items will not be reviewed independently unless approved by the Engineer.

2. Approval of submittals shall not relieve the contractor from responsibility for deviations from the plans or specifications, unless he has, in writing, called the Engineer's attention to deviations at the time of submission, and obtained his written approval. Approval of submittals does not relieve the contractor from responsibility for errors in shop drawings or literature.

C. Equipment Requiring Submittals:

1. Plumbing Fixtures & Trim
2. Valves
3. Cast Iron Soil Piping
4. Pipe Stands

PART 3 - EXECUTION

3.1 ACCESSIBILITY & SAFETY:

A. Accessibility:

1. All equipment which must be serviced or operated shall be located in fully accessible position. Minor changes from the drawings may be made to allow for better accessibility. All changes shall be approved prior to actual installation.

2. Access panels shall be provided if required for accessibility. Access panels to be steel, flanged, hinged doors by Cendrex, model AHD, or equal. Size as required for installation. Subcontractor shall furnish the required panels to the General Contractor and the required location for all access panels, unless otherwise specified in the specifications. Panels shall be installed by the General Contractor.

B. Safety:

1. No water piping shall run immediately over or within a 3-foot plan view clearance of any electrical panel or motor starter. Where piping must be located within these zones, install piping inside a conduit to prevent water access to electrical equipment.

3.2 COORDINATION:

A. Coordinate all work with the various trades involved to provide a complete and satisfactory installation. The exact details of piping and equipment are not shown. No additional compensation will be made for offsets or relocation required in coordination with other trades.

B. Alterations required due to improper supervision by the subcontractor shall be made at no extra cost, to the satisfaction of the Engineer.

3.3 IDENTIFICATION AND CODING:

A. General:

1. The Contractor shall use ASME 13 standards for all piping identifications, color coding, and compliance.

B. Painting:

1. All painting of equipment, accessories, and piping shall be furnished and applied under the section of these specifications. All painting shall be completed before any identification markings are applied.

C. Piping:

1. Identify all piping as to the service of the pipe and the direction of flow. The letters shall be 3/4 inch high on piping two inches or smaller, and 1-1/4 inches high on piping up to six inches. Flow arrows shall be at least six inches long. The letters and flow arrows shall be made by precut stencils and oil base paint, one inch high and black, or factory fabricated plastic pipe markers. Piping shall be identified at 25 foot maximum intervals, on long continuous lines; adjacent to each item of equipment; on each riser and junction, and on both sides of all wall penetrations. Underground piping shall be identified with bright colored continuously printed plastic tape of not less than 6" wide by 4 mil thick, manufactured for direct burial service. Install directly above all buried pipe, 6 to 8 inches below finished grade.

D. Valves:

1. Regardless of size, all valves shall be tagged with a numbered brass tag, 1-1/2 inches by 3 inches minimum in size and 0.051 inch thick. A valve chart indicating valve tag number, location, service, and normal position shall be mounted in a suitable framed and glassed cover in the main mechanical room or as directed. Valve chart shall be duplicated in the Maintenance and Operations Manual.

3.4 TESTING:

A. Piping:

1. All plumbing piping (drainage, water, gas) shall be tested in accordance with the requirements of local adopted plumbing code, latest edition. Other piping systems shall be tested hydrostatically to 1.5 times the operating pressure but not less than 100 psi, for a minimum period of two hours. If the test pressure falls more than 5 percent during the test period, the leak shall be located, repaired, and the test repeated.

2. Piping shall be tested before insulation has been installed. Delicate control mechanisms shall be removed during tests to prevent shock damage. The use of chemicals or compounds to stop leaks shall not be permitted.

3. A test report shall be submitted for each piping system test. Test report forms are part of Specifications Section 220100, or are available from the Engineer.

B. Systems:

1. All plumbing systems shall be tested at the completion of the building to establish that the systems operate as specified and required.

3.5 CLEANING AND ADJUSTING:

A. Thoroughly clean all parts of the system at the completion of the work. Flush all water circulating systems with fresh water and then drain. Clean all strainers and refill system. Adjust all devices for proper operation and lubricate all equipment as required. Repaint any painted surface that has

been damaged.

B. All potable water systems shall be flushed and disinfected after tests are completed. Disinfection shall be in accordance with local municipal and State Plumbing Inspector's criteria. In lieu of such criteria, the following procedure shall be followed for disinfection:

1. Completely flush system. Add alkali or acid (hydrochloric) to bring water ph level to between 7.4 and 7.6.
2. Inject chlorine (liquid, powder, tablet, or gas) throughout the system to obtain 50 to 80 mg/L residual.
3. Bleed water from outlets to ensure distribution, and test for residual at a minimum of 15 percent of the outlets.
4. Maintain disinfection in system for 24 hours.
5. If final disinfectant residual tests less than 25 mg/L, repeat treatment.
6. Flush disinfectant from system until residual is equal to that of incoming water, or 1.0 mg/L.
7. Take samples no sooner than 24 hours after flushing, from 10 percent of the outlets and the incoming water.

3.6 PROJECT CLOSEOUT:

A. Operations & Maintenance Manual:

The Contractor shall provide an operations and maintenance manual at least thirty days prior to completion of work. The manual shall be of the three-ring binder type, entitled "Operations and Maintenance Manual", with the job name and year of completion also included. O & M manuals shall be submitted in a single package. Individual items will not be accepted independently unless approved by the Engineer. The manual shall include, as a minimum:

1. Maintenance instructions for all equipment, including lubrication requirements.
2. Fixture suppliers' names, addresses, and telephone numbers.
3. Fixture catalog cuts, ratings tables, model numbers, serial numbers, and accessories.
4. Parts numbers for all replaceable parts.
5. Valve tagging chart as hereinbefore specified.
6. Guarantee letter as specified below.
7. Any additional information required to enable the Owner to properly maintain the building plumbing system.
8. After approval of the Operations and Maintenance Manual by the Engineer, the Contractor shall furnish two copies of the manual to the Owner.

B. As-Built-Drawings:

1. Provide two sets of red-line mechanical drawings showing the work as it was actually installed. The drawings shall indicate all departures from the contract drawings and shall locate all underground utility lines with dimensions from established building lines. Make all notations neat and legible, with red indelible pencil. At the completion of the work, these as-built drawings shall be signed and dated by the Plumbing Contractor and returned to the Engineer.

C. Guarantee:

1. All work furnished under this section shall be guaranteed in writing to be free from defective work or materials for a period of one year after acceptance of the contract. All repairs or replacements because of defective materials or workmanship or noncompliance with code shall be provided without additional cost to the Owner. Contractor shall furnish a letter indicating above guarantee with space for date of acceptance and expiration of guarantee. Letter shall be included in O & M Manual.

END OF SECTION 22 0000

SECTION 220100
PLUMBING

PART 1 - GENERAL

1.1 SCOPE:

A. This section covers the work necessary for the plumbing system, complete. The Plumbing General Requirements, Section 220000, are to be included as a part of this section of the specifications.

1.2 CODES:

A. The plumbing system shall be installed in accordance with the requirements of local adopted plumbing code, latest edition, International Fuel Gas Code, latest edition; and all local and State Codes.

1.3 FIXTURES & EQUIPMENT:

A. General:

1. Plumbing fixtures and equipment shall be as listed on the drawings. In addition to those specifically listed, the following manufacturers are approved for bidding only. All other manufacturers require prior approval. Final approval for installation is based on submittal data furnished:

   a. Valves and Trim: Brasscraft, Dearborn Brass, ProFlo, Sloan & T&S Brass.

   i. Carriers and Drainage Products: Jay R. Smith, MIFAB, Neenah Foundry, NDS, Sun Drainage, Wade, Watts, & Zurn.

   j. Mixing Valves: Acorn Controls, Lawler, Leonard, Powers, Stingray, Symmons, Watts, & Wilkins.

   k. Safety Fixtures & Safety Mixing Valves: Acorn, Bradley, Chicago Faucets, Encon, Guardian, Haws, Lawler, Speakman, Stingray.

   l. Security Fixtures: Acorn, Bradley, Willoughby.

   m. Water Heaters (Tank): American, A.O. Smith, Bock, Bradford-White, Heat Transfer-Phoenix, Lochinvar Shield, PVI, & Rheem.

   n. System Valves: Apollo, Nebco & Red-White Valve Corp.

   o. Backflow Preventers: Conbraco/Apollo, Watts, & Wilkins.

2. Plumbing Fixture Standards:

   All plumbing fixtures shall meet or exceed the following standards:

   a. ANSI A112.6.1 - Supports for Off-the Floor Plumbing Fixtures for Public Use.

   b. ANSI A112.18.1 - Finished and Rough Brass Plumbing Fixture Fittings.

   c. ANSI A112.19.3 - Stainless Steel Plumbing Fixtures (Designed for Residential Use).

   d. ANSI A112.19.4 - Porcelain Enameled Formed Steel Plumbing Fixtures.

   e. ANSI Z358.1 - Emergency Eye Wash and Shower Equipment.

   f. ARI 1010 - Drinking Fountains and Self-Contained Mechanically Refrigerated Drinking Water Coolers.

   g. AWSI/ASSE 1001 – Atmospheric Vacuum Breaker

   h. ANSI/ASSE 1012 - Backflow Preventers with Immediate Atmospheric Vent.

   i. ANSI/ASSE 1011 - Hose Connection Vacuum Breakers.

   j. ANSI/ASSE 1013 - Backflow Preventers, Reduced Pressure Principle.

   k. ANSI/ASSE 1015 – Backflow Preventers, Double Check Principle

   l. ANSI/ASSE 1019 - Wall Hydrants, Frost Proof Automatic Draining Anti-Backflow Types.

m. AWSI/ASSE 1020 – Pressure Vacuum Breaker

n. AWSI/ASSE – 1-52 – Hose Connection, Double Check

o. ANSI/AWWA C606 – Grooved and Shouldered Joints

PART 2 - PRODUCTS

2.1 PLUMBING FIXTURES & TRIM:

A. All plumbing fixtures shall be provided complete with all required trim for a complete and operational system. All piping penetrations through finished walls shall be provided with chrome escutcheons. All plumbing fixtures shall be caulked and sealed to surrounding surfaces. All sink traps shall be provided with a cleanout plug in the bottom of the trap. All interior exposed pipe, valves, and fixture trim shall be chrome plated, including kitchen compartment sinks. Braided stainless steel pipe risers are approved for concealed locations only, such as behind casework doors or lav shields. Each fixture shall be provided with stop valves and the stop valves shall be quarter-turn brass ball type. All fixtures and trim must be lead free. All floor drains and floor sinks shall be provided with trap primers (PPP, Zurn or Wade as needed for appropriate use. Provide ball valve type shut-off valve upstream of all trap primer valves).

2.2 PIPING AND FITTINGS:

A. General:

1. Underground sanitary sewer and storm drain lines shall be installed at 1/4" per foot slope, unless otherwise indicated. If such slope is not possible due to existing inverts, approval shall be obtained from the Architect/Engineer and the authority having jurisdiction before any piping is installed at a lesser slope.
2. Connections between piping of dissimilar materials shall be made with dielectric waterway fittings or unions.
3. Provide standard manufactured water hammer arresters at all flush valves. Size and locate per manufacturers recommendations. Provide access panels for access to all water hammer arresters.

B. Domestic & Non-Potable Hot and Cold Water:

1. Piping inside building above slab or above grade in crawl space shall be ASTM B88, Type "L", hard drawn copper. Fittings shall be ANSI/ASME B16.22 cast brass, or ANSI/ASME B16.29 wrought copper. Joints shall be ANSI/ASTM B32 solder, Grade 95-5, lead free.
   a. Cold Water Only Option- ANSI/ASME B16.18 cast bronze, or ANSI/ASME B16.22 wrought copper. Joints shall be copper-tube dimensioned grooved joint couplings, and Flush Seal style gasket. (Gasket shall be UL classified in accordance with ANSI/NSF-61 for potable water service.) Victaulic Style 606, Gruvlok style 6400, Grinnell Universal Tongue and Groove 672, Shurjoint C305, or equal.
   b. Piping Option – Mechanically Formed Extruded Outlets:
      1) Mechanically formed extruded outlets shall be perpendicular to the axis of the run tube (header). They shall be formed by drilling a pilot hole and drawing out the tube surface to form a collar having a height of not less than three times the thickness of the branch wall and shall conform to ASME B31.9 and NFPA 99. T-Drill or approved equal.
      2) Branch tubes shall not restrict the flow in the run tube. To ensure this by conforming the branch tube to the shape of the inner curve of the run tube, a dimple / depth stop shall be formed in the branch tube to ensure that penetration into the collar is of the correct depth. For inspection purposes, a second dimple shall be placed 0.25 inch above the first dimple. Dimples shall be aligned with the tube run.
      3) Branches can be formed up to the run tube size as shown in ASTM F 2014. Forming procedures shall be in accordance with the tool manufacturer's recommendations.

4) Joints shall be made with the use of approved brazing alloys BCup2 thru BCup5 (0-15% silver content). Brazed with a filler that has a melting point above 540 deg. Centigrade (1000 deg. F). **Soft soldered joints are not allowed.**

5) K and L copper types allowed.

6) Soft and Hard copper allowed.

7) Each model used for making branch connections shall be permanently marked with manufacturer's name and appropriate model number.

8) Mechanically formed extruded outlets can (but not limited to) be used on commercial and residential buildings.

9) Fitter / Plumber shall be trained and certified to operate the equipment.

2. Piping underground within 5 feet of the building line, smaller than 4 inches, shall be ASTM B88, Type "K", hard drawn copper. Piping below floor slab, smaller than 4 inches, shall be type "K", soft annealed copper. Fittings shall be ANSI/ASME B16.29 wrought copper. Joints shall be ANSI/ASTM B32 solder, Grade 95-5, lead free. No joints shall be installed beneath concrete floor slabs, unless approved by the Engineer. Underground or underslab copper piping shall be provided with a polyethylene jacket, ANSI/AWWA C105, or shall be wrapped with double layer, half-lapped, 10 mil polyethylene tape.

   a. Underground (below slab) Piping Option- ½" to 4", High Density Polyethylene (HDPE) pressure pipe. ASTM D3350, ASTM D3035 & ASTM F714. AWWA C901 & AWWAC906, NSF. Fittings shall be HDPE, solvent weld. Piping shall be rated for not less than 150 psig.

   b. Trap Primer Piping (below floor or concealed only) –

      1) ½" type K hard drawn copper, wrapped as indicated above.

3. Piping underground beyond 5 feet from building line shall be Schedule 40 PVC, ASTM D1785 or D2241. Fittings shall be PVC, ANSI/ASTM D2466. Joints shall be solvent weld, ASTM D2855, or gasketed, ASTM F477. Piping shall be rated for not less than 150 psig pressure.

C. Sanitary Sewer and Vent:

1. Piping and fittings shall be Schedule 40 PVC-DWV (cellular core), per ASTM F1488 and ASTM F891, solvent welded per solvent manufacturer's instructions, or ABS Schedule 40 piping and fittings per either ASTM D2661 or ASTM F628 with solvent cement conforming to ASTM D2235. All sewer risers (2 story or more) shall be service weight cast iron, no-hub or single-hub, ASTM A74. All piping penetrations through fire rated walls, floors, or ceilings, and all piping located above ceilings used as return air plenums shall also be cast iron or galvanized steel, ASTM A53. Underground PVC-DWV piping shall be installed per ASTM D-2321.

2. Piping and fittings beyond 5 feet from the building line shall be PVC, ASTM D3033 or D3034, SDR 35. Joints shall be ASTM F477 with elastomeric gaskets. Underground piping shall be installed per ASTM D-2321.

3. All 90 degree waste line elbows shall be formed per the latest issue of the adopted plumbing code, latest edition.

4. All exposed vent piping located in occupied areas or rooms, is to be cast iron with cast iron fittings.

5. All flush valve fixtures that are installed back to back shall have offset waste outlet fittings.

6. Cleanouts shall be provided at each horizontal drainage pipe, at its upper terminal, and each run of piping which is more than 100 feet and shall be provided for each 100 feet developed length, or fraction thereof of such piping. An additional cleanout shall be provided for each aggregate horizontal change of direction exceeding one hundred and thirty-five degrees, per applicable plumbing code. This shall be provided regardless of what is shown on the drawings.

7. All floor drains, floor sinks, and hub drains shall be installed with a trap primer.
   a. Flush Valve Primer: Trap primer shall be Precision plumbing products model FVP-1VB with vacuum breaker.
   b. Pressure Activated Primer: Trap primer shall be Precision Plumbing products Model CPO-500 with DU distribution unit if required.
8. All vent's through roof (VTR'S) shall be extended at least 1 foot above the roof surface, or to the top of the closest adjacent parapet wall, whichever is greater.

D. Condensate Drain Piping:
1. Exterior to building (connected to roof mounted equipment): Piping shall be Schedule 40 PVC. A union shall be installed directly at the roof top equipment for ease of replacement in the future.
2. Located within a plenum: Piping shall be Type L hard drawn copper, ASTM B88, with solder joints. Copper piping shall not be used on 90% condensing type equipment.
3. Interior: Piping shall be Type L hard drawn copper, ASTM B88, with solder joints, grade 95TA, or may be Schedule 40 PVC. Copper piping shall not be used on 90% condensing type equipment. Provide a neoprene or rubber gasket at all copper piping support hangers to inhibit corrosion.
   a. Inside Mechanical Rooms: Piping shall be Type L hard drawn copper, ASTM B88, with solder joints, grade 95TA, for durability reasons.

E. Hanger and Supports:
1. Pipe hangers shall be provided to adequately support all piping systems. Hangers shall be vertically adjustable to provide for proper pitch and drainage. Hangers shall allow for expansion and contraction of the piping system. Reference "General Regulations" of the latest edition of the adopted plumbing code, latest edition.
2. Hangers for pipe sizes 1/2 to 6 inches shall be adjustable clevis type, or unistrut saddles with all-thread hanger rod.
3. Hangers for hot pipe, sizes 6 inches and over shall be adjustable steel yoke, cast iron roll, double hanger type.
4. Vertical pipes shall be supported with steel riser clamps. Spacing interval requirements per "General Regulations" of the latest edition of the adopted plumbing code, latest edition.
5. All insulated piping shall be provided with minimum 18 gauge galvanized insulation shields, 12 inches long, and oversized hangers. Pipe sizes 2 inches and over shall also be provided with 12 inch long calcium silicate insulating blocks between the piping and the galvanized insulation shield.
   a. Alternate: Insulated pipe support inserts may be provided at hanger, support, and guide locations on piping requiring insulation. The insert should consist of either Hydrous Calcium Silicate or Polyisocyanurate Foam insulation (Urethane) encircling the entire circumference of the pipe with a 360 deg. PVC (1.524 mm thick) or galvanized steel jacket and installed during the installation of the piping system. These insulated pipe support inserts shall be provided by the Mechanical Contractor and installed by the same during pipe support installation.
6. Hanger rod sizing and spacing for pipe shall be as follows:

Pipe Size	Minimum Rod Diameter	Maximum Spacing
To 1-1/4 inches	3/8 inch	6.5 feet
To 2 inches	3/8 inch	10 feet

To 3 inches	1/2 inch	10 feet
To 6 inches	5/8 inch	10 feet
8 to 12 inches	7/8 inch	12 feet
PVC & ABS (all sizes)	3/8 inch	4 feet
Cast Iron No-Hub	5/8 inch	5 feet and at joints

7. Provide hangers within 12 inches of each horizontal elbow.
8. Provide hangers with minimum 1-1/2 inches vertical adjustment.

F. Natural Gas:

1. Piping shall be Schedule 40 black steel pipe, ASTM A53. Exposed fittings 2 inches and smaller shall be ANSI/ASME B16.3, screwed, black malleable iron.

2. Fittings larger than 2 inches and all underground fittings shall be Schedule 40 steel butt-welded type. Underground piping shall be provided with a polyethylene jacket, ANSI/AWWA C105, or shall be wrapped with double layer, half-lapped, 10 mil polyethylene tape.
   a. Contractors Option for Underground Pipe:
      1) Gastite Type PE flexible corrugated gas piping. NFPA-54 & 56. ASTM D2513 Category 1. ASME D-B31.8-1995.
      2) Piping and fittings underground and outside the building line may be JM Eagle UAC 2000 MDPE, medium-density polyethylene yellow gas pipe or an approved equal. Piping shall be installed in accordance with JM Eagle Publication JME-12B, “Polyethylene Yellow Gas Distribution Installation Guide.” JM Eagle’s UAC 2000 system can be joined by butt heat fusion, socket fusion, or saddle fusion. Installing contractor shall be licensed for fusion pipe installation of polyethylene pipe. ATSM D2513.
      3) All exterior piping exposed to the weather shall be coated with a rust inhibitor – Rustoleum #866 Pro-Guard Primer – yellow or gray color – or approved equal.

2.3 INSULATION:

A. General:

1. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
2. Fire-Test-Response Characteristics: Insulation and related materials NFPA 255, UL Classified per UL 723 or meeting ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement containers, with appropriate markings of applicable testing and inspecting agency.
   a. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
   b. Insulation Installed Outdoors: Flame=spread index of 75 or less, and smoke-developed index of 150 or less.

B. Piping:

1. All domestic, potable & non-potable, hot and cold water lines and rain drains shall be insulated with preformed insulation.
   a. Fiberglass insulation with a vapor barrier jacket. Insulation shall have a conductivity not exceeding 0.28 Btu-inch/hour-sq. ft.-degrees F. Laps and butt joints shall be sealed with pressure sensitive joint sealing tape of the same finish as the insulation

jacket to provide a continuous vapor seal. Fittings and valves shall be insulated with PVC fitting covers and fiberglass insulation inserts, or with hydraulic setting insulating cement and four ounce canvass jacket with vapor barrier adhesive.

b. Alternate material for Cross-Linked Polyethylene Tubing (PEX): One piece preformed flexible elastomeric closed cell foam with built-in vapor barrier. Seal laps and butt joints with moisture resistant adhesive to provide a continuous vapor seal. Insulation shall have a conductivity rating not exceeding 0.27 Btu-inch/hour-sq. ft.-°F.

Insulation thicknesses shall be as follows:

System	Pipe Sizes ½" and above
Domestic Cold Water (pot. & non-pot.)	½"
Domestic Hot Water & Recirc. (pot. & non-pot.)	1"

2. Insulation shall be installed in strict accordance with manufacturer's instructions.
3. Insulation shall be continuous through penetrations.
4. All insulation shall be installed in a neat and workmanlike manner.

2.4 VALVES & STRAINERS:

A. Gate Valves:

1. Valves 2-inches and smaller shall be cast bronze body, ASTM B-62, rising stem, 200 psi WOG. Stems shall be dezincification-resistant silicon bronze, ASTM B-371, or low-zinc alloy, ASTM B-99, NSF/ANSI 61-8 Annex F&G, NSF 372 Lead Free. If unable to use a rising stem valve due to inadequate clearance, use non-rising stem gate valve. Valves shall comply with MSS SP-80. Valves over 2-inches shall be iron body, bronze trim, rising stem and hand wheel, flanged ends. Valves shall comply with MSS SP-70. Valves mounted higher than 7'-0" A.F.F. shall be provided with chain, wheel, and guides. Basis of design: Apollo # 101T-LF/101S-LF Lead Free Bronze, Apollo #611F-LF Lead Free Cast Iron, or equal.

B. Globe Valves:

1. Valves 2-inches and smaller shall be cast bronze body, ASTM B-62, renewable composition disc, 200 psi WOG, ASTM B-62, rising stem and hand wheel. Stems shall be of dezincification-resistant silicon bronze, ASTM B-371, or low-zinc alloy, ASTM B-99, NSF/ANSI 61-8 Annex F&G, NSF 372 Lead Free. Valves over 2-inches shall be iron body, bronze trim, rising stem and hand wheel, plug type disc, flanged ends. Valves shall comply with MSS SP-85. Valves mounted higher than 7'-0" A.F.F. shall be provided with chain, wheel and guides. Basis of design: Apollo #120T-LF/120S-LF Lead Free Bronze, Apollo #711F-LF Lead Free Cast Iron, or equal.

C. Ball Valves:

1. Valves 2-inches and smaller shall be lead free cast bronze body, chrome-plated brass ball, teflon seats, and lever handle, 600 psi CWP. Valves shall comply with MSS SP-110, NSF/ANSI 61, NSF/ANSI 372 Lead Free. Valves over 2-inches shall be cast steel body, chrome plated steel ball, teflon seats, and lever handle. Victaulic, Anvil Gruvlok, Grinnell, or Shurjoint ball valves are acceptable if grooved piping is used. Valves mounted higher than 7'-0" A.F.F. shall be provided with chain, wheel, and guides. Basis of design: Apollo #77CLF-A Series or equal.

D. Butterfly Valve:

1. Valves 12-inches and smaller shall be ductile iron lug body, ASTM A-536, 316 stainless steel disc, EPDM Liner, 316 stainless steel stem, and safety twist-lock multi-position lever handle

with open-closed lockout capabilities. Valve shall be rated at 175 psig WOG. Valves mounted higher than 7'-0" A.F.F. shall be provided with chain wheel and guides. Valves shall comply with MSS SP-67. Victaulic, Anvil Gruvlok, Grinnell, or Shurjoint butterfly valves are acceptable if grooved piping is used.

E. Check Valves:

1. Valves 2-inches and smaller shall be bronze body Y-pattern, ASTM B-62, swing check, bronze disc, 200 psi WOG. Valves shall comply with MSS SP-80, NSF/ANSI 61-8 F&G, NSF/ANSI 372 Lead Free. Valves, over 2-inches shall be iron body, ASTM A-126, bronze trim, swing check, renewable disc and seat. Valves shall comply with MSS SP-71. Victaulic, Anvil Gruvlok, Grinnell, or Shurlock check valves are acceptable if grooved piping is used. Basis of design: Apollo # 161T-LF/161S-LF Lead Free Bronze, Apollo # 920F-LF Lead Free Cast Iron, or equal.
2. Swing check valves with outside lever and spring (not center guided) is to be used on sewage ejector or storm-water sump pumps. Basis of design: Apollo # 910FLW-LF Lead Free Cast Iron or equal.

F. Pressure Reducing Valves:

1. Valves 2-inches and smaller shall be bronze body, stainless steel and thermoplastic internal parts, fabric reinforced diaphragm, strainer, and single union end. Basis of design: Apollo # 36ELF Series Lead Free Bronze or equal.

G. Balance Valve:

1. Valve shall have a twin tube 316 S.S. design with blowout proof attachment to station body. Ports shall include ¾" port for thermometer, ¼" port for pressure gauge, air vent, and ½" drain port.
2. The instrument station shall be 120/150-flanged construction.
3. The butterfly valve shall be lug pattern with a rating of 200 WP, 250 deg. F. The valve shall have an infinite. Position operator with memory stop (6" and smaller), worm gear with memory stop (8" and larger).

H. Y-Pattern Strainers:

1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 (DN 50) and smaller; flanged ends for NPS 2-1/2 (DN 65) and larger.
3. Strainer Screen: 40-mesh startup strainer and perforated stainless-steel basket with 50 percent free area.
4. CWP Rating: 125 psig (862 kPa).

I. Install strainers on inlet side of each control valve, pressure-reducing valve, solenoid valve, inline pump, and elsewhere as indicated. Install NPS ¾ (DN 20) nipple and ball valve in blowdown connection of strainers NPS 2 (DN 50) and larger. Match size of strainer blow-off connection for strainers smaller than NPS (DN50).

PART 3 - EXECUTION

3.1 WORKMANSHIP:

A. General:

1. Install all piping, fixtures, equipment, and accessories as shown, and in strict accordance with the plumbing laws, rules, and regulations of the State and/or City. All work shall be done in a neat and orderly fashion and left in a condition satisfactory to the Architect/Engineer.

B. Piping:

1. All piping shall be run parallel or perpendicular to established building lines. Install piping so as to allow for expansion. Waste and vent piping occurring above floor slab shall be installed true and plumb. Extend vents at least 1 foot above roof, or to the top of the closest adjacent

parapet wall, whichever is greater, and provide watertight flashing sleeves. Excavation and backfill shall be in accordance with Section 220000 of these specifications.

C. Fixtures:

1. Install fixtures true and plumb with building walls. Caulk all plumbing fixtures at joints along walls, countertops, and other intersecting surfaces. Locate fixtures as shown and per manufacturer's instructions. Furnish all required trim for fixtures to provide a complete and workable installation.

3.2 TESTS:

A. General:

1. All piping, fixtures, and equipment shall be inspected and approved before concealing or covering. All work shall be tested as required by Section 220000 of these specifications and shall be leak proof before inspection is requested. All tests shall be repeated if required by those making the inspection.

2. All potable water systems shall be flushed and disinfected in accordance with Section 220000 of these specifications. Following disinfection, system shall be flushed and water sampled to show compliance with requirements of public health authority having jurisdiction. If tested water does not meet requirements, disinfecting shall be repeated until water quality meets requirements.

3. Grooved ends shall be clean and free from indentations, projections, and roll marks in the area from pipe end to groove. Gasket shall be molded and produced by Victaulic Company, Gruvlok, or Grinnell Mechanical Products, or equal. Verify gasket grade is suitable for the intended service. The grooved coupling manufacturer’s factory trained representative shall provide on-site training for contractor’s field personnel the use of grooving tools, application of groove, and installation of grooved end products.

   a. All grooved joint couplings, fittings, valves and specialties shall be the products of Victaulic Company, Gruvlok, Grinnell Mechanical Products, or equal.

4. Install the grooved piping in accordance with the latest recommendations as published by the manufacturer. Pipe shall be square cut, +/-0.30”, properly deburred and cleaned. Mark pipe ends at the required location using a gauge supplied by the manufacturer to ensure full insertion into the coupling or fitting during assembly. Use a manufacturer’s tool with the proper sized jaw for pressing.

B. Fixtures and Equipment:

1. Fill all plumbing fixtures with water and check for leaks or retarded flow. Repair as required. Adjust each piece of plumbing equipment as required to ensure proper functioning. Leave all fixtures and equipment in first class operating condition.

2. The Plumbing Contractor is responsible for all backflow devices to be inspected by a certified backflow technician before use of the building potable water system.

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PIPING SYSTEM TEST REPORT

STRUCTURE/BUILDING: _____ TEST NUMBER: _____

LOCATION: _____ CONTRACT NO._____

DESCRIPTION OF SYSTEM/PIPING BEING TESTED: _____

_____

_____

Description of Test Performed	Test Pressure	Test Duration	Pass/Fail
Hydrostatic: _____	P.S.I.	_____	_____
Inert Gas: _____	P.S.I.	_____	_____
Compressed Air: _____	P.S.I.	_____	_____
Waste & Vent Smoke Test**:** _____	1" Water Column	_____	_____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TEST'S FOR CONTRACTOR:

Name: _____ *Title:* _____

Signature: _____

I hereby certify that the above described system has been tested as indicated above and found to be entirely satisfactory as required in the contract specifications.

Signature of Inspector: _____ *Date:* _____

REMARKS: _____

_____

_____

_____

_____

END OF SECTION 220100

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

SECTION 23 0000

HVAC GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE:

A. General:

1. The Bidding Requirements, Contract Requirements, and the General Requirements (Division 1) of these specifications shall govern all parts of the work.

B. Work Included:

1. Install work in accordance with these specifications and the accompanying plans. Furnish all labor, material, and equipment together with all incidental items not specifically shown or specified which are required by good practice to provide the complete mechanical systems as described.
2. The HVAC Contractor(s) and all Sub-tier Contractors shall provide installed equipment cut sheets and purchase orders required for utility rebates.

C. Coordination and Site Visits:

1. This section of the work requires examination of and reference to all structural, utility, and electrical drawings for construction conditions that may affect the work. Inspect the building site and existing facilities for verification of existing conditions. Base all measurements from established benchmarks. Any discrepancy between actual measurements and those indicated, which prevents following good practices or the intent of the drawings and specifications, shall be reported to the Engineer, and work halted until instructions are received from the Engineer.

1.2 CODES, PERMITS, FEES:

A. Install all work in accordance with applicable codes and standards. Obtain all required permits; pay all required fees including utility connections or extensions, in connection with this portion of the construction. Obtain all required certificates of inspection for the work.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP:

A. Materials:

1. All materials and equipment shall be of first quality, new, full size and weight, standard in every respect, and suitable for the space required. Use the same manufacturer for products of similar class or service, such as valves, pumps, controls, and air handlers. Protect all materials against loss, theft, or damage before and after installation.
2. Furnish equipment that will operate under all conditions of load without any sound or vibration that is objectionable in the opinion of the Engineer. Vibration or noise considered objectionable will be corrected by the Subcontractor at his expense.
3. Furnish and install all necessary foundations, supports, pads, bases, and piers required for all materials and equipment furnished under this contract.
4. Provide all required firestopping at duct penetrations of fire rated walls, floors, ceilings, and roofs. Firestopping shall be Dow Corning Fire Stop Sealant 2000 or Fire Stop Foam 2001, or approved equal.

B. Workmanship:

1. All materials and equipment shall be installed in a neat and workmanlike manner by competent specialists for each subtrade. Work shall be installed to the satisfaction of the Engineer with unsatisfactory work removed and reinstalled to his satisfaction at no extra cost to the Owner.
2. Provide all cutting and patching necessary to install the work specified in this section.

Patching shall match adjacent surfaces. No structural members shall be cut without the approval of the Engineer. Provide sleeves at all piping penetrations of exterior walls and floors on grade. Provide all sleeves and inserts required before new floors and walls are built.

3. Locate all equipment that must be serviced in fully accessible positions. Provide clearance for removal of replacement parts and components, and with necessary couplings or flanges to remove the component for maintenance.

C. Protection of Equipment During Construction:

1. At the end of each shift, all duct openings and open ends shall be covered with a plastic poly sheeting film to protect against dust and construction contamination from entering the ductwork.

2.2 SUBMITTALS AND SUBSTITUTIONS:

A. Prebid Approval:

1. Manufacturer’s trade names and catalog numbers stated herein are intended to indicate the quality of equipment or materials desired. All manufacturers not specifically listed require prior approval. Submit catalog data, including specifications, of the proposed equipment to the Engineer for his approval at least 10 calendar days prior to bid opening. Notice of such approvals will be published in an addendum. Approval of listed alternate equipment manufacturers is for bidding only. Final approval is to be based on requirements of the plans and specifications.

B. Submittals:

1. Within thirty days after award of this contract, provide an electronic copy of a complete list of all materials and equipment proposed for this project. List shall contain make, type, manufacturer's name, and trade designation of all materials and equipment. Submittal shall also include manufacturer's complete specification for each item, including capacities, ratings, etc., and dimensions as required to check space requirements. The scheduled equipment is the basis of design for capacity, weights, physical size, etc. Alternate manufacturers shall not exceed the weight or physical size. Any changes to the Structural, Mechanical, Electrical, and Control systems due to alternate manufactures shall be the responsibility of the Contractor and Supplier. Submittals for each major trade (i.e., dryside HVAC, or Plumbing) shall be submitted in a single complete package. Individual items will not be reviewed independently unless approved by the Engineer.

2. Approval of submittals shall not relieve the contractor from responsibility for deviations from the plans or specifications, unless he has, in writing, called the Engineer's attention to deviations at the time of submission, and obtained his written approval. Approval of submittals does not relieve the contractor from responsibility for errors in shop drawings or literature.

C. Equipment Requiring Submittals:

1. Exhaust Fans
2. Packaged Rooftop units
3. Slot Hoods
4. Ductwork
5. Controls

PART 3 - EXECUTION

3.1 ACCESSIBILITY & SAFETY:

A. Accessibility:

1. All equipment which must be serviced or operated shall be located in fully accessible position. Minor changes from the drawings may be made to allow for better accessibility. All changes shall be approved prior to actual installation.

2. Access panels shall be provided if required for accessibility. Access panels to be steel,

flanged, hinged doors by Cendrex, or equal. Sized as required for installation. Subcontractor shall furnish the required panels to the General Contractor and the required location for all access panels, unless otherwise specified in the specifications. Panels shall be installed by the General Contractor.

B. Safety:

1. Subcontractor shall provide guards for all belt drives and rotating machinery.

3.2 COORDINATION:

A. Coordinate all work with the various trades involved to provide a complete and satisfactory installation. The exact details of ductwork and equipment are not shown. No additional compensation will be made for offsets or relocation required in coordination with other trades.

B. Alterations required due to improper supervision by the subcontractor shall be made at no extra cost, to the satisfaction of the Engineer.

3.3 ELECTRICAL:

A. Electric motors required for equipment specified in this section shall be provided and installed by this Subcontractor. Motor starters, disconnects, relays, pilot lights, etc., are in general, to be furnished and installed by the Electrical Contractor. Starters, relays, controls, etc., which are factory assembled into packaged equipment shall be furnished by the Mechanical Contractor under this section of the specifications.

B. All motors shall be provided with adequate starting and protective equipment as specified or required. Motor capacity shall be sufficient to operate driven device under all conditions of operation and load without overload. Minimum horsepower shall be as specified.

3.4 IDENTIFICATION AND CODING:

A. Painting:

1. All painting of mechanical equipment, accessories and ductwork shall be furnished and applied under the section of these specifications. All painting shall be completed before any identification markings are applied.

B. Equipment:

1. Identify all equipment with a black Formica label, with white reveal when engraved. Lettering to be 3/16 inch high minimum. In general, identify equipment as to area served in addition to title and code number of the equipment as taken from the plans.

C. Piping:

1. Identify all piping as to the service of the pipe and the direction of flow. The letters shall be 3/4 inch high on piping two inches or smaller, and 1-1/4 inches high on piping up to six inches. Flow arrows shall be at least six inches long. The letters and flow arrows shall be made by precut stencils and oil base paint, one inch high and black, or factory fabricated plastic pipe markers. Piping shall be identified at 25 foot maximum intervals, on long continuous lines; adjacent to each item of equipment; on each riser and junction, and on both sides of all wall penetrations. Underground piping shall be identified with bright colored continuously printed plastic tape of not less than 6" wide by 4 mil thick, manufactured for direct burial service. Install directly above all buried pipe, 6 to 8 inches below finished grade.

3.5 TESTING:

A. Systems:

1. All systems, including heating, ventilating and air conditioning, shall be tested at the completion of the building to establish that the systems operate as specified and required. Testing shall be performed after air balancing is completed.

2. All controls shall be calibrated accurately and all equipment shall be adjusted for satisfactory operation. Excessive vibration or noise from any system shall be corrected.

3. The air conditioning system shall be tested for satisfactory operation when the outside air temperature reaches 60 degrees F. or warmer. All other systems shall be tested at building

completion. All tests shall be performed in the presence of the Engineer or his representative.

3.6 BALANCING:

A. Scope:

1. The Mechanical Contractor shall provide assistance to the Balancing Contractor by identifying all installed mechanical systems and assisting access to all installed mechanical systems. All mechanical systems shall be completely operational and functional prior to the Balancing Contractor performing their specified work.

B. Air Balancing:

1. Balancing of the air system shall consist of:

a. Adjust all air volumes to the quantities shown, with allowable variation of plus 10, minus 10 percent.

b. Record all system, zone, diffuser, grille, and register C.F.M. Use volume control devices to regulate air quantities only to the extent that adjustments do not create objectionable air motion or sound levels. Balancing Engineer shall work with the Contractor to set minimum & maximum CFM quantities for zone dampers, or zone dampers/heaters.

c. Test and record all system static pressures, inlet and discharge, on all packaged units, fans, and terminal units. Vary total system air quantities by adjustment of fan speeds. Provide drive changes as necessary. Vary branch air quantities by damper regulation.

d. Test and record motor full load amps and nameplate amps.

e. Test and record entering and leaving temperatures at all coils.

f. Adjust all automatically operated dampers, in cooperation with the Control Contractor, to the required settings. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions within specified tolerances. Where modulating dampers or economizers are provided, take measurements at full return air, minimum outside air, and 100 percent outside air mode of operation.

g. Adjust diffusers and grilles for proper deflection, throw, and coverage. Eliminate drafts and excessive noise where possible.

h. Mark final positions of all balance dampers with a red felt pen.

a. Air systems shall be balanced in accordance with standard procedures and recognized practices of the Associated Air Balance Council, and the Testing Adjusting, and Balancing Bureau.

C. Quality Assurance:

1. The Balancing Contractor shall demonstrate to the Engineer of record, flow verification for at least 10% of the balanced devices as selected by the Engineer. If more than 25% of the tested devices do not meet the designed or balance report, then the entire system balance must be rebalanced.

D. Balance Reports:

1. Submit four copies of the water system balance report to the Engineer for evaluation and approval. Reports shall be on TABB/SMACNA forms that indicate information addressing each of the testing methods, readings, and adjustments.

3.7 CLEANING AND ADJUSTING:

A. Thoroughly clean all exhaust fans, and all associated parts of the system at the completion of the work. Install new, clean air filters in all systems. Adjust all devices for proper operation and lubricate all equipment as required. Repaint any painted surface that has been damaged.

3.8 PROJECT CLOSEOUT:

A. Operations & Maintenance Manual:

The Contractor shall provide an operations and maintenance manual at least thirty days prior to completion of work. The manual shall be of the three-ring binder type, entitled "Operations and Maintenance Manual", with the job name and year of completion also included. O & M manuals shall be submitted in a single package. In addition, the contractor shall provide two consolidated electronic versions on two separate thumb drives. Individual items will not be accepted independently unless approved by the Engineer. The manual shall include, as a minimum:

1. Maintenance instructions for all equipment, including lubrication requirements.
2. Equipment suppliers' names, addresses, and telephone numbers.
3. Equipment catalog cuts, ratings tables, model numbers, serial numbers, and accessories.
4. Parts numbers for all replaceable parts.
5. Air and/or water systems balance report as hereinbefore specified.
6. Control diagram or drawing and operation sequence.
7. Valve tagging chart as hereinbefore specified.
8. Filter chart listing unit callout, size of filters, and quantity of filters.
9. Guarantee letter as specified below.
10. Any additional information required to enable the Owner to properly maintain the building mechanical system.
11. Mechanical Equipment Start-up forms, which are included in this specification, if they are required.
12. After approval of the Operations and Maintenance Manual by the Engineer, the Contractor shall furnish two copies of the manual to the Owner.

B. Mechanical System Training Period:

1. After the mechanical system is completely installed and operational, the mechanical contractor shall provide a minimum of 2 hours training and instruction time for the building Owner or his representative. During this period, the contractor shall instruct the Owner in the operation and maintenance of all parts of the mechanical system, using the O & M manual where applicable. The contractor shall provide a copy of the Project Owner Mechanical Systems Training Form (attached to this specification), with proper signatures, to the Engineer prior to substantial completion and ensure that a copy is inserted into the project O & M manuals.

C. As-Built-Drawings:

1. Provide two sets of red-line mechanical drawings showing the work as it was actually installed. The drawings shall indicate all departures from the contract drawings. Make all notations neat and legible, with red indelible pencil. At the completion of the work, these as-built drawings shall be signed and dated by the Mechanical Contractor, and returned to the Engineer.

D. Guarantee:

1. All work furnished under this section shall be guaranteed in writing to be free from defective work or materials for a period of one year after acceptance of the contract. All repairs or replacements because of defective materials or workmanship or noncompliance with code shall be provided without additional cost to the Owner. Contractor shall furnish a letter indicating above guarantee with space for date of acceptance and expiration of guarantee. Letter shall be included in O & M Manual.

END OF SECTION 230000

NAME OF PROJECT: _____

_____

OWNER MECHANICAL SYSTEM TRAINING FORM

Upon completion of the equipment and systems installation and connections, the contractor shall assemble all required equipment factory representative and subcontractors together for system Owner training.

These people shall assist in Owner training their system(s) and remain at the site until the total system operations is acceptable and understood by the Owner's representative(s), maintenance and/or operation personnel, on operation and maintenance of their equipment. To prove acceptance of operation and instruction by the Owner's representative(s), the contractor shall provide a copy of this form, with proper signatures, to the Engineer prior to substantial completion, and ensure that a copy is inserted into the project Operation and Maintenance manuals.

> "I, the Contractor, associated factory representative and subcontractors, have started each system and the total system(s); and have proven their normal operation to the Owner's representative(s) and maintenance/operation personnel and have instructed him/them _____, hours in the operation and maintenance thereof."

_____	_____
Owner's Representative	Contractor
_____	_____
Signature	Signature
_____	_____
Date	Date

SECTION 23 0100
HEATING, VENTILATING, AND AIR CONDITIONING

PART 1 - GENERAL

1.1 SCOPE

A. This section covers the work necessary for the heating, ventilating, and air conditioning system, complete. The HVAC General Requirements, Section 23 0000, is to be included as a part of this section of the specifications.

1.2 CODES & STANDARDS

A. The heating, ventilating, and air conditioning system shall be installed in accordance with the latest edition of the following codes and standards:

1. International Mechanical Code (IMC)
2. International Building Code (IBC)
3. American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
4. National Fire Protection Association (NFPA)
5. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)

PART 2 - PRODUCTS

2.1 UTILITY EXHAUST FANS

A. General

1. Description:
   a. Fan shall be a single width, single inlet, backward inclined flat blade, belt driven centrifugal vent set featuring spark resistant AMCA Type A construction.
2. Certifications:
   a. Fan shall be manufactured at an ISO 9001 certified facility. Fan shall be listed by Underwriters Laboratories (UL/cUL 705) for US and Canada. For restaurant applications, fan shall be listed by Underwriters Laboratories (UL/cUL762) for US and Canada. Fan shall bear the AMCA certified ratings seal for air performance.
3. Construction:
   a. The fan shall be of bolted and welded construction utilizing corrosion resistant fasteners. The scroll wrapper shall be minimum 0.100" aluminum and the scroll side panels shall be minimum 0.100" aluminum. The entire fan housing shall have continuously welded seams for leakproof operation. A performance cut-off shall be furnished to prevent the recirculation of air in the fan housing. The fan housing shall be field rotatable to any one of eight discharge positions and shall have a minimum 1-1/2-inch outlet discharge flange. Bearing support shall be minimum 10-gauge welded steel. Side access inspection ports shall be provided with quick release latches for access to the motor compartment without removing the weather cover. Lifting lugs shall be provided for ease of installation. Unit shall bear an engraved aluminum nameplate. Nameplate shall indicate design CFM, static pressure, and maximum fan RPM. Unit shall be shipped in ISTA certified transit tested packaging.
4. Coating:
   a. Steel fan components shall be LorenizedTM with an electrostatically applied, baked polyester powder coating. Each powder coated component shall be subject to a five stage environmentally friendly wash system, followed by a minimum 2 mil thick baked powder finish. Paint must exceed 1,000-hour salt spray under ASTM B117 test method.
5. Wheel:
   a. Wheel shall be aluminum centrifugal backward inclined, non-overloading flat blade type. Blades shall be continuously welded to the backplate and deep spun inlet shroud. Wheel hub shall be keyed and securely attached to the fan shaft. Wheel inlet

shall overlap an aerodynamic aluminum inlet cone to provide maximum performance and efficiency. Wheel shall be balanced in accordance with AMCA Standard 204-05, Balance Quality and Vibration Levels for Fans.

6. Motor:
   a. Motor shall be NEMA design B with class B insulation rated for continuous duty and furnished at the specified voltage, phase and enclosure.
7. Bearings:
   a. Bearings shall be designed and tested specifically for use in air handling applications. Construction shall be heavy duty regreasable ball or roller type in a cast iron pillow block housing selected for a minimum L50 life in excess of 200,000 hours at maximum cataloged operating speed.
8. Blower Shaft:
   a. Blower shaft shall be Type 316 Stainless Steel accurately turned, ground and polished. Shafting shall be sized for a critical speed of at least 125% of maximum RPM.
9. Belts and Drives:
   a. Belts shall be oil and heat resistant, static conducting. Drives shall be precision machined cast iron type, keyed and securely attached to the wheel and motor shafts. Drives shall be sized for 150% of the installed motor horsepower. The variable pitch motor drive must be factory set to the specified fan RPM.

2.2 PACKAGED ROOFTOP UNITS

A. General
1. Description:
   a. The packaged unit shall consist of condensing section, evaporator section, heating section, blower, filter, stainless steel heat exchanger, modulating power exhaust, modulating economizer, and controls, all contained in weatherproof casing suitable for installation on the roof. The entire unit is to be factory wired, piped, and tested. Unit shall bear the UL label for the intended application.
2. Access Panels:
   a. Unit shall be equipped with insulated, hinged doors or removable access panels to provide easy access to all major components. Doors and access panels shall be fabricated of galvanized G90 steel or painted galvanized steel.
3. Evaporative Coil:
   a. Evaporator coil shall be AHRI Certified and shall be (silver) soldered or brazed into the compressed refrigerant system. Coil shall be constructed of copper tubing, permanently bonded to aluminum fins and enclosed in a galvanized steel frame. If two compressors are used as components of the unit, then the evaporator coil shall be of circuited configuration, permitting independent operation of either compressor without conflict with the other compressor.
4. Condensate Drain Pan:
   a. Drain Pan shall be an integral part of the unit whenever a cooling option is included. Pan shall be non-corrosive composite or welded austenitic stainless-steel sheet material and provided with a welded stainless-steel drain connection at the front for connection to a P trap. Drain pan shall be sloped in two directions to provide positive draining and drain connector shall be sealed at penetration through cabinet wall.
5. Reheat Coil:
   a. Reheat Coil with factory installed modulating hot gas reheat valve, shall be of the copper tube / aluminum fin design and shall be located downstream of the evaporator coil.
6. Casing:
   a. Casing shall consist of welded steel reinforced framework with 18-gauge zinc grip steel finished with weatherproof baked enamel paint. Cooling section shall be insulated with minimum 1" thick, 1.5 density coated sound absorbing insulation. Easily removable panels shall be provided for access to internal components.

7. Condensing Section:
    a. Unit shall have an integral compressor(s) and evaporator coil located within the weather-tight unit housing. Condenser coils and appurtenant condenser fan assemblies shall be factory installed as integral subassemblies of the unit. Condenser fan motors shall be three phase type 56 frame, Open Air Over and Shaft Up. Each condenser fan motor shall have a vented frame, rated for continuous duty and be equipped with an automatic reset thermal protector. Motors shall be UL Recognized and CSA Certified. The refrigerant compressor(s) shall be hermetic scroll-type modulating using a capacity control valve A.P.R. device for modulation of compressor capacity and to help prevent icing of the evaporator coil under low load conditions. The refrigeration circuit shall be equipped with liquid line filter drier, metering device, manual reset high pressure and low-pressure cutouts and all appurtenant sensors, service ports and safety devices. Compressed refrigerant system shall be fully charged with R-410A refrigerant. Each compressor shall be factory-equipped with an electric crankcase heater to boil off liquid refrigerant from the oil.
8. Capacity Modulation:
    a. Capacity control valve Automatic Pressure Regulators (APR) shall be used to modulate capacity of the first stage only.
9. Packaged DX Control and Diagnostics:
    a. The Packaged DX system shall be controlled by an onboard microprocessor based digital controller (DDC) that indicates both owner-supplied settings, unit status and fault conditions that may occur. The DDC shall be programmed for discharge air control or space control.
10. Evaporator Condenser and Reheat Coils:
    a. Evaporator and Hot Gas Reheat Coils shall be constructed of copper tubes mechanically bonded to aluminum fins. Micro-Channel Coils shall NOT be acceptable in these positions.
    b. Coils shall be leak tested at the factory to ensure pressure integrity. The Evaporator, Condenser, and Reheat Coils shall be pressure and leak tested.
    c. The Condenser coil shall be copper tubes mechanically bonded to aluminum fins, or micro channel design.
    d. To prevent re-hydration of condensate from the evaporator coil, the hot gas reheat coil face, and the evaporator coil face shall be separated.
11. Gas Heating Section:
    a. Shall be ETL Certified as a component of the unit.
    b. Shall have an integral combustion gas blower.
    c. Shall be ETL Certified for installation downstream of a cooling coil.
    d. Shall have fault sensors to provide fault conditions to optional digital controller or building controls.
    e. Shall have 4-pass tubular heat exchangers, constructed of type 409 stainless steel. Heat exchanger tubes shall be installed on the vest plate by means of swaged assembly, welded connections are not acceptable. Heat exchanger tubes shall be supported by a minimum of two fabricated assemblies that support the tubes and also permit expansion and contraction of the tubes.
    f. Heat exchanger shall have a 15-year warranty.
    g. Furnace control shall be modulating.
12. Supply Air Blower:
    a. Blower assembly shall consist of an electric motor and a belt or direct-drive fan. Assembly shall be mounted on heavy gauge galvanized steel rails and further mounted on 1.125-inch-thick neoprene vibration isolators. Blower motor shall be capable of continuous speed modulation and controlled by a VFD.
13. Filters:
    a. Filter frames shall be metal and accommodate the BSD filter media. See equipment schedule for additional information and requirements.
14. Control Section:

a. Units shall have an electrical control center where all high and low voltage connections are made. Control center shall be constructed to permit single-point high voltage power supply connections.

15. Manufacturer, Capacity, and Accessories:
    a. See drawings.

2.3 VIBRATION ISOLATION

A. General:

1. All rotating equipment and appurtenances connected to rotating equipment shall be vibration isolated from the supporting structure. No metal to metal contact will be permitted between fixed and floating parts. All metal isolators exposed to weather shall be hot dipped galvanized after fabrication. Piping connected to rotating equipment shall be hung with spring hangers for first 50 pipe diameters.

B. Floor Mounted Spring Isolators:

1. Isolators shall be free standing, laterally stable, and include acoustical friction pads and leveling bolts. Isolators shall have a minimum ratio of spring diameter to operating spring height of 1.0 and an additional travel to solid equal to 50% of rated deflection.

C. Floor Mounted Neoprene Pads:

1. Isolators shall be neoprene waffle or combination neoprene and cork sandwich. Pads shall be sized and selected as per manufacturers loading requirements.

D. Spring Hangers:

1. Vibration hanger shall contain a spring and double deflection neoprene element in series. Spring shall have a diameter not less than 0.8 of compressed operating spring height. Spring shall have a minimum additional spring travel of 50 percent between design height and solid height. Spring shall permit a 15-degree angular misalignment without rubbing on hanger box.

2.4 SEISMIC SUPPORTS

A. All equipment, ductwork, and piping shall be seismically supported as required by the International Building Code, latest edition. Support details shall be as indicated on the Drawings.

2.5 DUCTWORK

A. Ductwork:

1. Low pressure ductwork located exposed in exposed ceiling areas, ***shall be spiral type ducts with a "paint-grip" finish, on ductwork and associated fittings that can be painted. Joints shall be sealed evenly and in a professional manner with silver silicon. Discolored or damaged ductwork unacceptable to the Engineer shall be replaced at the Contractors expenses.***
    a. Joints: 0" to 20" diameter, interior slip coupling beaded at center, fastened to duct with screws and with sealing compound applied continuously around joint before assembling and after fastening. Sealing compound shall be applied in an evenly and professional manner.
    b. Joints 22" – 72" diameter, use 3-piece, gasketed, flanged joints consisting of 2 internal flanges (with integral mastic sealant) split to accommodate minor differences in duct diameter, and one external closure band designed to compress gasketing between internal flanges. Manufacturer shall be Ductmate Spiralmate or equal.
    c. All takeoff or branch entrances shall be by means of factory-fabricated fittings. Field taps shall not be allowed.

1. Low pressure ductwork which is exposed or located in mechanical rooms shall be fabricated from galvanized sheet metal. Construction requirements shall be in accordance with SMACNA HVAC Duct Construction Standards, metal and flexible, latest edition.

2. Medium pressure ductwork shall be single wall, galvanized steel, spiral or oval duct as shown on the drawings. Ductwork shall be McGill Uni-Seal, Metaltec, or equal. Medium pressure

ductwork shall be constructed to the following SMACNA static pressure standards:

a. Supply air ductwork from air handler to the terminal unit = 4” W.G.

All medium pressure ductwork shall be leak tested. Duct leakage test criteria shall be limited as follows:

a. All supply ductwork from air handler to terminal unit: 1% of design cfm at 4” of static pressure.
b. Duct leakage testing:
    1) Perform testing in accordance with the HVAC Air Duct Leakage Test Manual and SMACNA.
    2) Use a certified orifice tube for measuring the leakage.
    3) Define section of system to be tested and blank off.
    4) Determine the percentage of the system being tested.
    5) Using that percentage, determine the allowable leakage 9 (cfm) for that section being tested.
    6) Pressurize to operating pressure and repair any significant or audible leaks.
    7) Re-pressurize and measure leakage.
    8) Repeat steps 6 & 7 until leakage measured is less than the allowable in step 5.

3. Low or medium pressure, double wall acoustically insulated ductwork shall have a minimum 1” insulation, & perforated metal lining, & shall be McGill Acousti-k27, Metaltec, or equal.

4. Fume hood exhaust ducts:
    a. Fume hood and lab exhaust ductwork shall be single wall 316L stainless steel, ASTM-A312 built for structural strength. Protect finish with mill applied protective plastic/paper throughout construction. All balancing dampers and other accessories located in the fume hood exhaust duct system shall be 316 stainless steel.
        1) All lab exhaust ductwork except the individual runouts from the main to the fume exhaust hood.
            a) Duct shall be a minimum of 18 gauge.
            b) Elbows and angles shall have the same gauge as ductwork, inside radius not less than width of ductwork.
            c) The duct system shall be fitted with copper grounding straps, connected to the duct and to an effective grounding system.
            d) Provide drains at low points in ductwork.
            e) See fabrication requirements below for ductwork fabrication and assembly requirements.
            f) Note that all fittings, accessories, etc. in the fume hood and laboratory exhaust ductwork system shall be fabricated from 316 stainless steel.
        2) All lab exhaust runouts from the main to fume exhaust hoods.
            a) Duct shall be a minimum of 18 gauge.
            b) Elbows and angles shall have the same gauge as ductwork, inside radius not less than width of ductwork.
            c) The duct system shall be fitted with copper grounding straps, connected to the duct and to an effective grounding system.
            d) Ducts shall be sloped back to their respective hood.
            e) Longitudinal and transverse joints between ductwork and fittings shall be continuous purge welded with Argon gas. Use of spot welds and sealants is prohibited.
            f) Note that all fittings, accessories, etc. in the fume hood and laboratory exhaust ductwork system shall be fabricated from 316 stainless steel.

5. Ductwork penetrating protective elements of fire-rated corridor walls, with no openings into corridor, shall be constructed of minimum 26-gauge galvanized steel.

6. Exterior exposed ductwork shall be fabricated from galvanized sheets. All joints and seams

shall be standing-seam type with sealing mastic to provide watertight construction. All ductwork shall be internally insulated as hereinafter specified. All exposed surfaces shall be primed and painted two coats of exterior enamel paint; color as selected by the Engineer.

7. Flexible ducts shall be listed per UL-181 standard as Class 1 flexible, acoustical insulated air duct and complying with NFPA Standards 90A and 90B. Ducts shall be insulated with a minimum R-5 value, and shall have a maximum vapor transmission value of .05 perms. Ducts shall be factory made with and composed of: a PE liner duct permanently bonded to a coated spring steel wire helix. Duct shall be chlorine free and carry a ten-year warranty for the labor to replace the duct should there be a factory defect. Low permeability outer vapor barrier of fiberglass bidirectional reinforced metalized laminate shall complete the composite. Pressure rating shall be 6" w.g. and maximum length shall be 6 feet. Attach to duct take-off, diffuser, register, or grille only, with nylon or stainless-steel duct clamp or tie. Flexmaster 1-M, or approved equal.

B. Duct Accessories:

1. Turning vanes shall be installed in all rectangular or square elbows. Vanes shall be installed in vane side rails. Vanes shall be single wall vanes, and be fabricated and installed per SMACNA standards.

2. Volume dampers shall be fabricated from galvanized steel in accordance with SMACNA standards. Dampers shall have a continuous galvanized steel shaft on ducts 13” diameter or larger, with damper regulators and end bearings. Dampers located above inaccessible ceilings (hard ceilings) shall be furnished with concealed ceiling damper regulators. Dampers shall be pressure rated equal to the design duct pressure rating. Dampers shall be provided at all diffuser and supply/exhaust grille takeoffs, regardless if indicated on the plans. Dampers are not required on the return air takeoffs unless specifically indicated.

3. Flexible connections shall be provided at all rotating fan equipment. Connectors shall be of fire, water, and weather resistant material.

4. Fire dampers shall be UL-labeled with frame, locking assembly, accordion style folded blades, and fusible link. Dampers shall be Style B with blades stored outside of the air stream. Provide duct inspection door at each fire damper. Minimum size shall be 8" x 8". Inspection door shall be provided with a steel frame with gasketing around periphery, and a hinged panel. Dampers located in moisture laden air conditions shall have all metal parts made of stainless steel.

5. Smoke dampers are to be ultra-low leakage (less than 4CFM/ft^2) type with factory sleeve and electric operator located exterior to duct 120 V. operator to be spring return, fail closed and UL label. Provide duct inspection door at each damper. Minimum size shall be 8" x 8". Inspection door shall be provided with a steel frame with gasketing around periphery, and a hinged panel. Dampers located in moisture laden air conditions shall have all metal parts made of stainless steel. Belimo operators/actuators only.

6. A plastic flex elbow support by Flexible Technologies Inc., Titus FlexRight, or approved equal, is required at all flex duct elbows supplying ceiling diffusers & return grilles. Elbow support shall be fully adjustable, or be of universal design, to support flexible diameters 6” – 16”, sized to fit flex duct. Elbow supports shall be UL rated for use in return air plenum spaces. At the Contractor’s option, a hard elbow may be used in lieu of a flexible elbow.

C. Diffusers, Registers, Louvers, Grilles, Weathercaps:

1. See Drawings for requirement.

D. Duct Cleanliness:

1. Ductwork Delivery to Site
   a. During ductwork being delivered from the premises of the manufacturer, care must be taken to prevent damage during transportation and off-loading.

2. Temporary Storage
   a. Job site duct material storage areas should be clean, dry, and located away from high dust generating processes such as masonry or tile cutters, cutoff saws, drywall sanding, mortar and plaster mixers, roof pitch kettles, portable electric generators, and main walkways that will be constantly broom swept. The general contractor should designate a suitable area for temporary storage.
   b. To prevent ductwork material damage from standing water, storage locations should include pallets or blocking to keep fabricated metal ductwork above the floor surface. If there is a risk of water runoff from above or dusty areas cannot be avoided, coverage should be used to protect stored materials.

3. Installation
   a. Before the installation of individual duct sections, they are to be inspected to ensure that they are free from all debris.
   b. All ductwork risers must be covered to prevent the entry of debris into the duct.
   c. Downward facing and horizontal ductwork openings will not be required to be covered.
   d. Access covers shall be firmly fitted in position on completion of each section of the work. Open ends on completed ductwork and overnight work-in-progress shall be sealed.
   e. The working area should be clean and dry and protected from the elements.
   f. The internal surfaces of the uninsulated ductwork shall be wiped to remove excess dust immediately prior to installation.

4. Advanced Cleanliness- For Hospitals, Laboratories, & Cleanrooms
   a. In addition to the provisions previously described, the following requirements should also be undertaken:
      1) All self-adhesive labels for part identification are to be applied to external surfaces only.
      2) To maintain cleanliness during transportation, all ductwork shall be sealed either by blanking or capping duct ends, bagging small fittings, surface wrapping or shrink wrapping.
      3) All sealed ends shall be visually examined and if damaged resealed with an appropriate material.
      4) The working area shall be clean, dry and the ductwork protected from dust. Protective coverings shall only be removed immediately before installation and inspected to determine if additional wipe down is necessary.

2.6 CONTROL SYSTEM

A. General:

1. The Mechanical Contractor shall be responsible for a complete and operable control system, including equipment, installation, and accessories required to perform the required control functions. All control conduit and wiring shall be furnished by the Electrical Contractor. Thermostats, sub-base switches, remote control devices, etc., shall be supplied by the Mechanical Contractor and installed and connected by the Mechanical Contractor. The Mechanical Contractor shall furnish the Electrical Contractor with wiring diagrams for all mechanical equipment and controls.
2. The control system shall be basically electric, with supplementary electronic devices as required.

B. Control Equipment and Accessories:

1. Control Dampers:
   a. All control dampers are to be furnished under this section, except those specified to be furnished with the air handling units. Damper blades shall be fabricated of 22-gauge galvanized sheet steel and frames shall be not less than 16-gauge galvanized steel. Blades shall be maximum 10 inches wide, 50 inches long, and shall be provided with neoprene gasketed edges and oilite bronze or nylon bearings. Dampers shall be ultra-low leakage, opposed blade type for proportional action and parallel blade type for two-position action. Leakage performance shall be a maximum of 3 cfm per sq, ft. @ a pressure differential of 1" w.g. Provide damper operators for all motorized dampers and louvers. Belimo or approved equal. Submittals shall include leakage and pressure drop data for all control dampers. All outside air dampers shall fail closed.
2. Equipment Control Schematics:
   a. See Drawings for schematics and sequence of operations.

PART 3 - EXECUTION

3.1 WORKMANSHIP

A. General:
   1. Install all materials and equipment as shown and in strict accordance with the applicable codes for the State and/or city. Plans do not attempt to show exact details of all piping and ductwork, and no extra payment will be allowed for offsets required due to obstructions by other trades. All work shall be done in a neat and orderly fashion and left in a condition satisfactory to the Engineer.
   2. All piping shall be run parallel or perpendicular to established building lines. Install piping so as to allow for expansion. Install all valves with stems horizontal or above. Install air vents at all high points. Provide all piping which passes through walls, floors, or ceilings with standard weight pipe sleeves.
   3. Grooved ends shall be clean and free from indentations, projections, and roll marks in the area from pipe end to groove. Gasket shall be molded and produced by the grooved coupling manufacturer. Verify gasket grade is suitable for the intended service. The grooved coupling manufacturer's factory trained representative shall provide on-site training for the contractor's field personnel in the use of grooving tools, application of groove, and installation of groove end products.
   4. Install the grooved piping and fittings in accordance with the latest recommendations as published by the manufacturer. Pipe shall be square cut, +/-0.030", properly deburred and cleaned. Mark pipe ends at the required location using a gauge supplied by the Manufacturer to ensure full insertion into the coupling or fitting during assembly. Use a manufacturer's tool with proper sized jaw for pressing.

B. Insulation:
   1. All piping insulation shall be applied over clean, dry surfaces after system has been pressure tested and any leaks corrected. Finished appearance of all insulation shall be smooth and continuous. Provide coat of insulating cement where needed to obtain this result.

END OF SECTION 23 0100

SECTION 23 0150
MECHANICAL START-UP

PART 1 - GENERAL

1.1 SCOPE:

A. General:

1. The purpose of the mechanical start-up is to provide the owner of the facility with a high level of assurance that the mechanical system has been installed and operates per the requirements of the mechanical construction plans and specifications. The Mechanical General Provisions, Section 23 0000, is to be included as a part of this section of the specifications.

B. Pre-start and Start-up checklist:

1. The contractor shall be responsible for the completion of pre-start and start-up checklist forms. These forms can usually be obtained from the equipment manufacturer. If the forms cannot be obtained from the manufacturer, forms may be obtained from the Engineer.
2. After completion of pre-start and start-up checklists, the contractor shall provide a copy of the pre-start and start-up checklist to the engineer for review and approval prior to substantial completion.
3. Approved Mechanical Equipment Start-up forms shall be included in the operations and maintenance manual.

PART 2 – START-UP PROCESS

2.1 RESPONSIBILITIES

A. Mechanical Contractor:

1. Coordinate with other trades involved in the installation of mechanical equipment to complete the requirements of mechanical start-up specifications.
2. Complete the pre-start and start-up checklist forms obtained from the equipment manufacturer or the Engineer.
3. Notify the mechanical engineer of tests to be witnessed. Contractor shall give the engineer a minimum of 48 hours' notice prior to test.

B. Engineer:

1. Review the completed pre-start and start-up check lists provided by the mechanical contractor.
2. At final inspection, spot check items on the pre-start and start-up checklist forms to ensure that they have been completed.

2.2 EQUIPMENT PRE-START

A. Before starting any equipment or system, complete the system pre-start checklist forms. As part of the pre-start process, the following items shall be completed as applicable:

1. Piping systems shall be pressure tested as specified, found to be tight, with reports submitted.
2. Piping systems shall be flushed and cleaned as specified, all required reports submitted, and the system shall be filled or charged per plans.
3. Air system cleaning is complete and final filters shall be installed.
4. Vibration isolation and seismic restraints shall be installed per plans and specifications.
5. Equipment drives shall be aligned.
6. Electrical services shall be installed and checked.
7. Control points checkouts shall be completed.
8. Safety controls shall be installed and operation checked.

9. Manufacturer's representatives have carried out major equipment start-up, and all checks shall be documented on the relevant checklists as they are carried out.
10. Equipment has been thoroughly cleaned (interior and exterior of units), of construction debris.
11. Deficiencies or incomplete work shall be corrected and pre-start shall be repeated until the installation is ready for operation.

2.3 EQUIPMENT START-UP

A. After the pre-start up process described in Section 2.2, complete the system start-up checklist and document findings with forms provided. As part of the Start-up process, the following items shall be completed as applicable:

1. Air systems balanced as specified in plans and specifications.
2. Water systems balanced as specified in plans and specifications.
3. Problems revealed during balancing of air and water systems shall be corrected.
4. All automatic temperature controls devices shall be calibrated, including adjustments to control valves and damper actuators.
5. Set up or program controls for accurate response and precise sequencing to meet specified performance.
6. The mechanical contractor and balancing contractor shall adjust and set air flows and calibrate controls of equipment as applicable.
7. Ensure final adjustments to vibration isolation and seismic restraints are carried out per the manufacturer's requirements.
8. Check the operation of all fire dampers; smoke dampers and combination fire/smoke dampers.

B. Deficiencies or incomplete work shall be corrected, and the startup shall be repeated until correct installation and function has been confirmed and the installation is ready for engineer verification.

2.4 TRAINING AND INSTRUCTION

A. Once the substantial completion has been approved, the mechanical contractor shall provide the Owner and engineer with a training schedule for operation of the mechanical equipment and systems and their controls as listed in the specifications and plans. Reference Section 230000 Mechanical General Provisions, "Project Closeout" of these specifications.

PART 3 – EXECUTION

A. The following systems and equipment shall be completed under the mechanical start-up plan as described above and documented with equipment pre-start and start-up forms provided.

1. Exhaust Fans
2. Slot Hoods
3. Louvers

B. Pre-start and start-up forms are to be provided to the engineer for final approval before substantial completion.

C. Approved forms shall be included in the operations and maintenance manual.

END OF SECTION 23 0150

SECTION 23 0593
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Balancing Air Systems:

a. Constant-volume air systems.

1.2 DEFINITIONS

A. AABC: The Associated Air Balance Council, a nonprofit association of certified, independent test and balance agencies.

B. NEBB Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems

C. T&B: Testing, adjusting, and balancing

D. T&B Agency: An independent entity certified by AABC and/or NEBB to perform testing and balancing work

E. TBE: AABC and/or NEBB certified test and balance engineer

F. TBT: AABC and/or NEBB certified test and balance technician

G. HVAC: Heating, ventilating, and air conditioning

H. BAS: Building automation systems

1.3 SUBMITTALS

A. Qualifications: Within 30 days of Contractor's Notice to Proceed, submit qualifications of AABC and/or NEBB agency and personnel, including a sample copy of the National Performance Guaranty.

B. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit T&B strategies and step-by-step procedures as specified in Section 3.2, "Preparation."

C. System Readiness Checklists: Within 60 days of Contractor's Notice to Proceed, Balancing Contractor shall provide system readiness checklists as specified in Section 3.2, “Preparation,” to be used and filled out by the installing contractors verifying that systems are ready for T&B.

D. Examination Report: Provide a summary report of the examination review required in Section 3.1, if issues are discovered that may preclude the proper testing and balancing of the systems.

E. Certified T&B report: Within 14 days of completion of balancing work, submit AABC or NEBB certified T&B report.

1.4 QUALITY ASSURANCE

A. Agency Qualifications: An independent T&B agency certified by AABC and/or NEBB

1. Supervisor: Employee of the T&B agency who is certified by AABC and/or NEBB as a TBE.

2. Technician: Employee of the T&B agency who is certified by AABC and/or NEBB as a TBT.

B. TBE shall perform the following:

1. Review field data reports to validate accuracy of data and to prepare certified T&B reports.

2. Certify that the T&B team complied with the approved T&B plan and the procedures referenced in this Specification.

3. Certify the T&B report.

C. T&B Report Forms: Use approved forms submitted with the Strategies and Procedures Plan.

D. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in the AABC National Standards for Total System Balance.

1.5 CONTRACTOR RESPONSIBILITIES

A. Provide T&B agency one complete set of contract documents, change orders, and approved submittals in digital and hard copy formats

B. Controls contractor shall provide required BAS hardware, software, personnel and assistance to T&B agency as required to balance the systems. Controls contractor shall also provide trending report to demonstrate that systems are complete.

C. Coordinate meetings and assistance from suppliers and contractors as required by T&B agency.

D. Provide additional valves, dampers, sheaves and belts as required by T&B agency.

E. Flag all manual volume dampers with fluorescent or other high-visibility tape.

F. Provide access to all dampers, valves, test ports, nameplates and other appurtenances as required by T&B agency.

G. Replace or repair insulation as required by T&B agency.

H. Have the HVAC systems at complete operational readiness for T&B to begin. As a minimum verify the following:

1. Airside:

a. All ductwork is complete with all terminals installed.

b. All volume, smoke and fire dampers are open and functional.

c. Clean filters are installed.

d. All fans are operating, free of vibration, and rotating in correct direction.

e. VFD start-up is complete and all safeties are verified.

f. System readiness checklists are completed and returned to T&B agency.

I. Promptly correct deficiencies identified during T&B.

J. Maintain a construction schedule that allows the T&B agency to complete work prior to occupancy.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper T&B of systems and equipment.

B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Note the locations of devices that are not accessible for testing and balancing.

C. Examine equipment performance data including fan and pump curves.

D. Examine the approved submittals for HVAC systems and equipment.

E. Examine HVAC equipment and verify that bearings are greased, belts are aligned and tight, clean permanent filters are installed, and controls are ready for operation.

3.2 PREPARATION

A. Prepare a T&B plan that includes:

1. Equipment and systems to be tested.
2. Strategies and step-by-step procedures for balancing the systems.
3. Instrumentation to be used.
4. Sample forms with specific identification for all equipment.

B. Prepare system-readiness checklists, as described in the AABC or NEBB National Standards for Total System Balance, for use by contractors in verifying system readiness for T&B. These shall include, at a minimum:

1. Airside:

a. All ductwork is complete with all terminals installed.

b. All volume, smoke and fire dampers are open and functional.

c. Clean filters are installed.

d. All fans are operating, free of vibration, and rotating in correct direction.

e. VFD start-up is complete and all safeties are verified.

f. Automatic temperature-control systems are operational.

g. Ceilings are installed.

h. Windows and doors are installed.

i. Suitable access to balancing devices and equipment is provided.

C. Contractor shall also provide a report on the flow and head of the condenser loop and the cooling tower condenser loop. This report shall be provided to the owner and engineer for review.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

A. Perform testing and balancing on each system according to the procedures contained in the latest version of the AABC or NEBB National Standards for Total System Balance and in this Section.

B. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

C. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

A. Prepare test reports for both fans and outlets. Obtain approved submittals and any manufacturer-recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Prepare a single-line schematic diagram of systems for the purpose of identifying HVAC components.

C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

E. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

F. Verify that motor starters are equipped with properly sized thermal protection.

G. Check condensate drains for proper connections and functioning.

H. Check for proper sealing of air-handling-unit components.

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total design airflows within the maximum allowable fan speed listed by fan manufacturer.

1. Measure total airflow as follows:
   a. Set outside air, return air and relief air dampers for proper position that simulates minimum outdoor air conditions.
   b. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
   c. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
   d. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.

2. Measure fan static pressures as follows:
   a. Measure static pressure directly at the fan outlet or through the flexible connection.
   b. Measure static pressure directly at the fan inlet or through the flexible connection.
   c. Measure static pressure across each component that makes up the air-handling system.
   d. Report any artificial loading of filters at the time static pressures are measured.

3. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

B. Adjust volume dampers for main duct, sub-main ducts, and major branch ducts to indicated airflows.

1. Measure airflow of sub-main and branch ducts.

2. Adjust sub-main and branch duct volume dampers for specified airflow.

3. Re-measure each sub-main and branch duct after all have been adjusted.

C. Adjust air inlets and outlets for each space to indicated airflows.

1. Set airflow patterns of adjustable outlets for proper distribution without drafts.

2. Measure airflow at all inlets and outlets.

3. Adjust each inlet and outlet for specified airflow.

4. Re-measure each inlet and outlet after all have been adjusted.

D. Verify final system conditions.

1. Re-measure and confirm minimum outdoor air, return and relief airflows are within design. Readjust to design if necessary.

2. Re-measure and confirm total airflow is within design.

3. Re-measure all final fan operating data, rpms, volts, amps, static profile.

4. Mark all final settings.

5. Test system in economizer mode. Verify proper operation and adjust, if necessary. Measure and record all operating data.

6. Record final fan-performance data.

3.6 TOLERANCES

A. Set HVAC system's air flow rates within the following tolerances:

1. Supply, Return, and Exhaust Fans: Plus or minus 10 percent.
2. Air Outlets and Inlets: Plus or minus 10 percent.

3.7 FINAL TEST & BALANCE REPORT

A. The report shall be a complete record of the HVAC system performance, including conditions of operation, items outstanding, and any deviations found during the T&B process. The final report also provides a reference of actual operating conditions for the owner and/or operations personnel. All measurements and test results that appear in the reports must be made on site and dated by the AABC or NEBB technicians or test and balance engineers.

B. The report must be organized by systems and shall include the following information as a minimum:

1. Title Page:
   - AABC/NEBB Certified Company Name
   - Company Address
   - Company Telephone Number
   - Project Identification Number
   - Location
   - Project Architect
   - Project Engineer
   - Project Contractor
   - Project Number
   - Date of Report
   - AABC Certification Statement
   - Name, Signature, and Certification Number of AABC/NEBB TBE
2. Table of Contents.
3. AABC/NEBB National Performance Guaranty.
4. Report Summary:
   - The summary shall include a list of items that do not meet design tolerances, with information that may be considered in resolving deficiencies.
5. Instrument List:
   - Type
   - Manufacturer

- Model
- Serial Number
- Calibration Date

6. T&B Data:
   - Provide test data for specific systems and equipment as required by the most recent edition of the AABC or NEBB National Standards.

C. One copy of the final test and balance report shall be sent directly to the engineer of record. Provide five (5) additional copies to the contractor.

END OF SECTION 23 0593

DIVISION 26 0000 - ELECTRICAL

SECTION 26 0500

ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 CONDITIONS AND REQUIREMENTS

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

B. Provisions of this Section shall apply to all Sections of Division 26, 27, and 28.

1.2 SCOPE OF WORK

A. Furnish and install all materials and equipment and provide all labor required and necessary to complete the work shown on the drawings and/or specified in all Sections of Division 26 and all other work and miscellaneous items, not specifically mentioned, but reasonably inferred for a complete installation, including all accessories required for testing the system. It is the intent of the drawings and specifications that all systems be complete and ready for operation.

1.3 CODE COMPLIANCE

A. All work and materials shall comply with the latest rules, codes and regulations, including, but not limited to, the following:

1. Occupational Safety and Health Act Standards (OSHA)
2. NFPA #70 – National Electric Code (NEC)
3. ADA Standards – Americans with Disabilities Act
4. ANSI/IEEE C-2 – National Electrical Safety Code
5. NECA – Standard of Installation
6. International Building Code
7. International Fire Code
8. International Energy Conservation Code
9. NFPA #72 – Fire Code
10. NFPA #101 – Life Safety Code
11. All other applicable Federal, State and local laws and regulations.

B. Work to be executed and inspected in accordance with local codes and ordinances. Permits, fees or charges for inspection or other services shall be paid for by the contractor. Local codes and ordinances are to be considered as minimum requirements and must be properly executed without expense to the owner; but do not relieve the contractor from work shown that exceeds minimum requirements.

1.4 CONDITIONS AT SITE

A. Visit to site is recommended of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.

B. Lines of other service that are damaged as a result of this work shall be promptly repaired at no expense to the owner to the complete satisfaction of the owner.

1.5 DRAWINGS AND SPECIFICATIONS

A. All drawings and all specifications shall be considered as a whole and work of this Division shown anywhere therein shall be furnished under this Division.

B. Drawings are diagrammatic and indicate the general arrangement of equipment and wiring. Most direct routing of conduits and wiring is not assured. Exact requirements shall be governed by architectural, structural and mechanical conditions of the job. Consult all other drawings in preparation of the bid. Extra lengths of wiring or addition of pull or junction boxes, etc., necessitated by such conditions shall be included in the bid. Check all information and report any apparent discrepancies before submitting bid.

C. Change to location, type, function, brand name, finish, etc., shall not be made without

permission of engineer.

D. Some equipment is specifically designated on the drawings. It is not the intent to sole source any item unless explicitly stated. Items have been specified based upon design requirements. All bidders are encouraged to submit products for approval. Prior approval must be obtained as required by these contract documents. Bids submitted with non-approved items will be considered invalid and bidders will be held to provide approved materials at no additional cost to the owner. Submittals received by the engineer after award of contract on non-approved equipment will not be reviewed nor will they be returned.

E. Where conflicting direction is given within the specifications and drawings, the contractor shall include the most expensive option in the bid.

1.6 SAFETY AND INDEMNITY

A. Safety: The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

B. No act, service, drawing review or construction review by the owner is intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site.

1.7 CONSTRUCTION OBSERVATION BY THE ENGINEER

A. Prior to covering: any major portion of the materials installed under this section, notify the engineer so that an observation can be made. Notification shall be made at least three (3) working days in advance of the date the items will be covered.

1.8 INSTRUCTION OF OWNER'S PERSONNEL

A. The contractor shall conduct an on-site instructional tour of the entire project. The personnel designated by the owner shall be instructed in: operation of all electrical systems, trouble-shooting procedures, preventative maintenance procedures, uses of Operation and Maintenance manuals, maintenance and cleaning of lighting fixtures and operation of all special systems.

B. Contractor will include in his bid 8 hours of instruction time to be held at the project location after substantial completion for instruction of owner's personnel. Coordinate time and number of owner personnel to be present and provide schedule to engineer.

1.9 PROJECT COMPLETION

A. Upon completion of all work and operational checks on all systems, the contractor shall request that a final construction observation be performed.

B. The engineer shall compile a punch list of items to be completed or corrected. The contractor shall notify the engineer upon completion of the items.

1.10 GUARANTEE

A. All work under this section shall be guaranteed in writing to be free of defective work, materials, or parts for a period of one (1) year after final acceptance of the work under this contract or the period indicated under the Division 1 specifications whichever is longer.

B. Repair, revision or replacement of any and all defects, failure or inoperativeness shall be done by the contractor at no cost to the owner.

PART 2 - PRODUCTS

2.1 MATERIAL APPROVAL

A. The design, manufacturer and testing of electrical equipment and materials shall conform to or exceed latest applicable NEMA, IEEE or ANSI standards.

B. All materials must be new, unless noted otherwise, and UL listed. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory or a governmental agency, which laboratory shall be acceptable to the owner and code enforcing agency.

2.2 SHOP DRAWINGS AND MATERIALS LIST

A. Submit an electronic copy, unless noted otherwise under Division 1, of the Division 26, 27 and 28 shop drawings and material lists proposed for this project to the architect/engineer for review.

2.3 OPERATION AND MAINTENANCE MANUALS

A. Submit an electronic copy, unless noted otherwise under Division 1, of the Operation and Maintenance Manuals for all Division 26, 27 and 28 equipment to the architect/engineer.

2.4 RECORD DRAWINGS

A. Submit record drawings to owner.

2.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver, store, and handle materials in a manner to prevent damage.

B. Protect equipment from weather and dampness.

PART 3 - EXECUTION

3.1 WORKMANSHIP AND CONTRACTOR'S QUALIFICATIONS

A. Only quality workmanship will be accepted. Haphazard or poor installation practice will be cause for rejection of work.

B. Provide experienced foreman with a minimum of three years' experience working on this type of building placed in charge of this work at all times.

3.2 COORDINATION

A. Coordinate work with other trades to avoid conflict and to provide correct rough-in and connection for equipment furnished under trades that require electrical connections. Inform contractors of other trades of the required access to and clearances around electrical equipment to maintain serviceability and code compliance.

B. Verify equipment dimensions and requirements with provisions specified under this Section. Check actual job conditions before fabricating work. Report necessary changes in time to prevent needless work. Changes or additions subject to additional compensation, which are made without the authorization of the owner, shall be at contractor's risk and expense.

3.3 MANUFACTURER'S INSTRUCTIONS

A. All installations are to be made in accordance with manufacturer's recommendations. A copy of such recommendations shall at all times be kept in the job superintendent's office and shall be available to the engineer.

B. Follow manufacturer's instructions where they cover points not specifically indicated on drawings and specifications. If they are in conflict with the drawings and specifications obtain clarification from the engineer before starting work.

3.4 QUALITY ASSURANCE

A. The contractor shall insure that all workmanship, all materials employed, all required equipment and the manner and method of installation conforms to accepted construction and engineering practices, and that each piece of equipment is in satisfactory working condition to satisfactorily perform its functional operation.

B. Provide quality assurance tests and operational check on all components of the electrical distribution system, all lighting fixtures, and special systems.

3.5 CUTTING AND PATCHING

A. Perform all cutting and fittings required for work of this section in rough construction of the building. All patching of finished construction of building shall be performed under the sections of specifications covering these materials.

B. No joists, beams, girders or columns shall be cut by any contractor without obtaining written permission from the engineer.

END OF SECTION 26 0500

SECTION 26 0519
CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

A. Submit shop drawings and product data.

1.4 COORDINATION

A. Coordinate layout and installation of cables with other installations.

B. Revise locations and elevations from those indicated, as required to suit field conditions and as approved by the owner.

PART 2 - PRODUCTS

2.1 BUILDING WIRES AND CABLES

A. Conductors: Stranded, copper, 600-volt insulation, type THHN/THWN, THHN/THWN-2, XHHN/XHHW.

B. Conductors:

C. Solid or stranded for No. 10 and smaller, stranded for No. 8 and larger, copper, 600-volt insulation, type THHN/THWN. Aluminum conductors not allowed unless noted otherwise.

1. Insulation Types: THWN-2 for underground, THWN for wet locations, THHN for dry locations; XHHN/XHHW for GFI branch circuits and feeders fed from GFCI breakers.

D. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:

1. Phase A: Black.
2. Phase B: Red.
3. Phase C: Blue.
4. Neutral: White.
5. Ground: Green.
6. Isolated ground: Green with yellow tracer.

E. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:

1. Phase A: Brown.
2. Phase B: Orange.
3. Phase C: Yellow.
4. Neutral: White or gray.
5. Ground: Green.

F. Wire connectors and splices: units of size, ampacity rating, material, type and class suitable for service indicated.

G. Signal and communication circuits:

1. Special cables as indicated on the drawings.
2. Conductors for general use: stranded copper conductor, #16 AWG minimum, with THWN-2 insulation for underground, THWN for wet locations and THHN insulation for dry locations.

PART 3 - EXECUTION

3.1 GENERAL WIRING METHODS

A. Examine raceways and building finishes to receive wires and cables for compliance with requirements for installation tolerances and other conditions affecting performance of wires and cables. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. Use no wire smaller than #12 AWG for power and lighting circuits and no smaller than #18 AWG for control wiring.

C. The contractor is responsible for upsizing conductor sizes to ensure the maximum voltage drop of any branch circuit does not exceed 3%. For reference, use No. 10 AWG conductor for 20 Amp, 120-volt branch circuits longer than 75 feet, and for 20 Amp, 277-volt branch circuits longer than 200 feet.

D. Place an equal number of conductors for each phase of a circuit in the same raceway or conduit.

E. Splice only in junction or outlet boxes.

F. Neatly train or lace wiring inside boxes, equipment, and panelboards.

G. Make conductor lengths for parallel circuits equal.

H. Provide a separate neutral conductor for each ungrounded conductor. Ungrounded conductors may share a neutral when all of the following conditions are met:

1. The ungrounded conductors are connected to a multi-pole breaker or breakers that are clipped together with a UL listed means that provide a common trip.
2. The ungrounded conductors contained in the same conduit or raceway.
3. The ungrounded conductors all originate from a separate and unique phase bus in the panel.

3.2 INSTALLATION

A. Install wires and cables as indicated, according to manufacturer's written instructions, and the “National Electrical Installation Standards" by NECA.

B. Remove existing wires from raceway before pulling in new wires and cables.

C. Pull Conductors: Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means; including fish tape, cable, rope, and basket weave wire/cable grips that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables above accessible ceilings; do not rest on ceiling tiles. Do not fasten cables to ceiling support wires. Use cable ties to support cables from structure.

3.3 CONNECTIONS

A. Conductor Splices: Keep to minimum.

B. Install splices and tapes that possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.

C. Use splice and tap connectors compatible with conductor material.

D. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

E. Connect outlets and components to wiring and to ground as indicated and instructed by manufacturer.

F. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values.

G. Terminate spare conductors with electrical tape.

3.4 LABELING

A. Provide Brady wire markers or equivalent on all conductors. All wire shall be labeled in each box and panel with the circuit number and panel identification.

3.5 FIELD QUALITY CONTROL

A. Inspect wire and cable for physical damage.

B. Perform continuity testing on all power and equipment branch circuit conductors. Verify proper phasing connections.

END OF SECTION 26 0519

SECTION 26 0526
GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.

1.3 SYSTEM DESCRIPTION

A. Ground the electrical service system neutral at service entrance equipment to concrete encased electrode, metal underground water pipe, and effectively grounded metal frame of building.

B. Ground each separately-derived system neutral to nearest effectively grounded metal structural frame of building or point of service entrance ground.

C. Provide communications system grounding conductor to point of service entrance ground.

D. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductors in raceways and cables, receptacle ground connectors, and plumbing systems.

1.4 QUALITY ASSURANCE

A. Testing: Refer to Section 26 0501 – Field Test and Operational Check.

PART 2 - PRODUCTS

2.1 GROUNDING CONDUCTORS

A. For insulated conductors, comply with Section 26 0519 - Conductors and Cables.

B. Material: Copper.

C. Equipment Grounding Conductors: Insulated with green-colored insulation. Where green insulation is not available, on larger sizes, black insulation shall be used and suitably identified with green tape at each junction box or device enclosure.

D. Isolated Ground Conductors: Insulated with green-colored insulation with yellow tracer. Where not available, green and yellow tape at each junction box or device enclosure.

E. Underground Conductors: Bare, tinned, stranded, unless otherwise indicated.

F. Bare Copper Conductors: Medium hard drawn copper conductor, stranded, sized as shown on the drawings.

G. Hardware: Bolts, nuts and washers shall be bronze; cadmium plated steel or other non-corrosive material, approved for the purpose.

H. Grounding Bus: Bare, annealed copper bars of rectangular cross section, with insulators.

2.2 CONNECTOR PRODUCTS

A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.

B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.

C. Welded Connectors: Exothermic-welded type, in kit form, and selected per manufacturer's written instructions.

D. Below grade compression fittings: Thomas & Betts, Series 52000, 53000, and 54000 or equivalent.

E. Use connector and sealant approved for purpose on all below grade clamp or compression type

connections.

2.3 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel, 5/8-inch diameter, minimum length 8 feet.

PART 3 - EXECUTION

3.1 APPLICATION

A. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.

B. In raceways, use insulated equipment grounding conductors.

C. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections.

D. Equipment Grounding Conductor Terminations: Use bolted pressure clamps.

E. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Use insulated spacer; space 1 inch from wall and support from wall 6 inches above finished floor, unless otherwise indicated.

F. Underground Grounding Conductors: Use copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches below grade.

3.2 EQUIPMENT GROUNDING CONDUCTORS

A. Comply with NEC Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NEC are indicated.

B. Install equipment grounding conductors in all feeders and circuits.

C. Install insulated equipment grounding conductor with circuit conductors for the following items, in addition to those required by NEC:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.
6. Flexible raceway runs.

D. Computer Outlet Circuits: Install insulated equipment grounding conductor in branch-circuit runs from computer-area power panels or power-distribution units.

E. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate grounding conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service, unless otherwise indicated.

F. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways bonded to outlet or equipment, sized per Section 250 of the NEC.

G. Signal and Communication Systems: For telephone, alarm, voice and data, and other communication systems, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.

1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on grounding bar.
2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

H. Provide green insulated ground conductor to exterior post light standards.

I. Provide grounding and bonding at pad-mounted transformer in accordance with Section 26 1200.

3.3 INSTALLATION

A. Ground Rods: Where indicated, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes.

1. Drive ground rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.
2. Interconnect ground rods with grounding electrode conductors. Use exothermic welds, unless otherwise indicated. Make connections without exposing steel or damaging copper coating.

B. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

C. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

D. Metal Water Service Pipe: Provide insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes by grounding clamp connectors. Where a dielectric main water fitting is installed, connect grounding conductor to street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.

E. UFER Ground (Concrete-Encased Grounding Electrode): Fabricate according to NEC 250, using a minimum of 20 feet of bare copper conductor not smaller than No. 4 AWG. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building grounding grid or to a grounding electrode external to concrete.

3.4 CONNECTIONS

A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

D. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

E. Tighten screws and bolts for grounding and bonding connectors and terminals according to

manufacturer's published torque-tightening values.

F. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

G. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.5 SYSTEM NEUTRAL GROUND

A. Ground the neutral conductor of each transformer or generator to limit the maximum potential above ground due to normal operating voltage and limit the voltage level due to abnormal conditions.

B. Ground generators or transformers with secondary voltage 600 volt or less as follows:

C. 3 phase, 4 wire Wye connected: ground neutral point

D. For transformers 75 kVA or smaller with primary voltage 480 volt or less the primary equipment ground conductor may be used for grounding the secondary neutral provided it is adequately sized in accordance with NEC system ground conductor size.

3.6 EQUIPMENT GROUND

A. Ground non-current carrying metal parts of electrical equipment enclosures, frames, conductor raceways or cable trays to provide a low impedance path for line-to-ground fault current and to bond all non-current carrying metal parts together. Install a grounding conductor in each raceway system. Equipment grounding conductor shall be electrically and mechanically continuous from the electrical circuit source to the equipment to be grounded. Size grounding conductors per NEC 250 unless otherwise shown on the drawings.

B. Install metal raceway couplings, fittings, and terminations secure and tight to ensure good grounding continuity. Provide grounding conductor sized per NEC through all raceway and conduit systems.

C. Lighting fixtures shall be securely connected to equipment grounding conductors. Outdoor lighting standards shall have a factory installed ground lug for terminating the grounding conductor.

D. Motors shall be connected to equipment ground conductors with a bolted solderless lug connection on the metal frame.

3.7 FIELD QUALITY CONTROL

A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.

B. Test ground system per Section 26 0501.

END OF SECTION 26 0526

SECTION 26 0529
SUPPORTING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 WORK INCLUDED

A. Conduit and equipment supports.

B. Fastening hardware.

1.3 RELATED WORK

A. Division 3 - Concrete Work. Concrete equipment pads.

1.4 COORDINATION

A. Coordinate size, shape and location of concrete pads with Division 3.

1.5 QUALITY ASSURANCE

A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 - PRODUCTS

2.1 MATERIAL

A. A. Support Channel: Galvanized or painted steel.

B. B. Hardware: Corrosion resistant.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors or beam clamps. Do not use spring steel clips and clamps.

B. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.

C. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.

D. Do not use powder-actuated anchors.

E. Do not drill structural steel members.

F. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.

G. In wet locations install free-standing electrical equipment on concrete pads.

H. Install surface-mounted cabinets and panelboards with minimum of four anchors.

I. Bridge studs top and bottom with channels to support flush-mounted cabinets and panelboards in stud walls.

J. All supports and attachments shall meet project seismic zone requirements.

END OF SECTION 26 0529

SECTION 26 0533 - RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. FMC: Flexible metal conduit.

C. IMC: Intermediate metal conduit.

D. LFMC: Liquidtight flexible metal conduit.

E. RMC: Rigid metal conduit.

F. RNC: Rigid Polyvinyl Chloride conduit.

G. PVC: Rigid Polyvinyl Chloride conduit

H. HDPE: High Density Polyethylene Conduit

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

1.5 COORDINATION

A. Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Rigid Steel Conduit: ANSI C80.1.

B. IMC: ANSI C80.6.

C. PVC coated Steel Conduit and Fittings: NEMA RN 1; rigid steel conduit with external 40 mil PVC coating and internal two mil urethane coating.

D. EMT and Fittings: ANSI C80.3. Fittings: Set-screw type.

E. FMC: Zinc-coated steel.

F. LFMC: Flexible steel conduit with PVC jacket. Fittings: NEMA FB 1; compatible with conduit/tubing materials.

2.2 NONMETALLIC CONDUIT AND TUBING

A. RNC: NEMA TC 2, Schedule 40 PVC. Fittings: NEMA TC 3; match to conduit and material.

2.3 METAL WIREWAYS

A. Material: Sheet metal sized and shaped as indicated.

B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

C. Finish: Manufacturer's standard enamel finish.

2.4 OUTLET AND DEVICE BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

B. Cast-Metal Boxes: NEMA FB 1, Type FD, cast box with gasketed cover.

2.5 FLOOR BOXES

A. Floor Boxes: Cast metal, fully adjustable, rectangular, unless otherwise specified.

2.6 PULL AND JUNCTION BOXES

A. Small Sheet Metal Boxes: NEMA OS 1, galvanized steel.

B. Cast-Metal Boxes: NEMA FB 1, cast aluminum with gasketed cover.

2.7 ENCLOSURES AND CABINETS

A. Hinged-Cover Enclosures: NEMA 250, Type 1, 3R, or 4, with continuous hinge cover and flush latch, key operable.

B. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

C. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage, and include accessory feet where required for freestanding equipment.

2.8 J-HOOKS

A. J-hooks: Steel, rated for indoor use in non-corrosive environments. J-hooks shall be rated to support Category 5e cable.

B. Fittings and Support Bodies: Manufacturer’s recommended fittings including side mount flange clips, bottom mount flange clips, beam clamp, rod and flange clip, C & Z purlin clip, and all other components and assemblies to make the system work.

C. Acceptable Product: Caddy CableCat Hanging System, 1-5/16” and 2” hooks, or approved equal

D. Acceptable Manufacturer: Erico Fastening Products or approved equal.

E. J-hook Supports: Manufacturer’s recommended fastening devices.

2.9 INNERDUCT

A. Innerduct: NEMA TC 5. UL Listed, corrugated, specifically designed for optical fiber cable pathways.

B. Acceptable Manufactures: Arnco, Carlon, Dura-line, and Pyramid.

C. Composition:

1. Non-plenum rated: Polyethylene (PE), or High Density Polyethylene (HDPE).
2. Plenum rated: per manufacturer.

D. Nominal Size: 1” (inside diameter), minimum.

E. Pulling Strength: minimum of 600 pounds.

F. Color: Orange, solid.

G. Fittings and Innerduct Bodies: Manufacturer’s recommended fittings including couplings, adapters, end caps, end bells, expansion couplings, plugs, sleeves, a full compliment of connective devices, and all other components to make the system work.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 WIRING METHODS

A. Outdoors: Use the following wiring methods:

1. Exposed: Rigid steel or IMC.
2. Concealed: Rigid steel or IMC.
3. Underground, Single Run: RNC or PVC Externally Coated Rigid Steel Conduit where required by NEC 517.13.
4. Underground, Grouped: RNC or PVC Externally Coated Rigid Steel Conduit where required by NEC 517.13.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
6. Boxes and Enclosures: NEMA 250, Type 3R or Type 4.

B. Indoors: Use the following wiring methods:

1. Exposed: EMT or “Wiremold” metallic raceways or equal.
2. Exposed in public areas: “Wiremold” metallic raceways or equal. Use of exposed raceways in public areas must be approved by the architect prior to installation for each location. Use of exposed EMT in areas visible to the public is not allowed unless specifically approved by the architect prior to installation. Replacement of unapproved installations of exposed raceways will be at the expense of the contractor if deemed necessary by the architect or engineer.
3. Concealed: EMT, MC-Cable, Hospital Grade MC-Cable for all Patient Care Areas. Note:MC-Cable is not approved for “homeruns”
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC; except in wet or damp locations, use LFMC.
5. Damp or Wet Locations: Rigid steel conduit.
6. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
7. Damp or Wet Locations: NEMA 250, Type 4, stainless steel.

3.3 INSTALLATION

A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.

B. Minimum Raceway Size: 1/2-inch trade size. 3/4-inch minimum for “homeruns”.

C. Conceal conduit and EMT, unless otherwise indicated, within finished walls, ceilings, and floors.

D. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

E. Install raceways level and square and at proper elevations. Provide adequate headroom.

F. Complete raceway installation before starting conductor installation.

G. Route exposed conduit and conduit above accessible ceilings parallel and perpendicular to walls and adjacent piping.

H. Use temporary closures to prevent foreign matter from entering raceways.

I. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above the finished slab.

J. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.

K. Use raceway fittings compatible with raceways and suitable for use and location. For intermediate steel conduit, use threaded rigid steel conduit fittings, unless otherwise indicated.

L. Run concealed raceways, with a minimum of bends, in the shortest practical distance considering the type of building construction and obstructions, unless otherwise indicated.

M. Raceways Embedded in Slabs: Install in middle third of slab thickness where practical, and leave at least 1-inch concrete cover.

1. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
2. Space raceways laterally to prevent voids in concrete.
3. Run conduit larger than 1-inch trade size parallel to or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
4. Transition from nonmetallic tubing to rigid steel conduit or IMC before rising above floor.

N. Install exposed raceways parallel to or at right angles to nearby surfaces or structural members, and follow the surface contours as much as practical.

1. Run parallel or banked raceways together, on common supports where practical.
2. Make bends in parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.

O. Join raceways with fittings designed and approved for the purpose and make joints tight.

1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
2. Use insulating bushings to protect conductors.

P. Tighten set screws of threadless fittings with suitable tools.

Q. Terminations: Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against the box. Where terminations are not secure with 1 locknut, use 2 locknuts: 1 inside and 1 outside the box.

R. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align raceways so the coupling is square to the box and tighten the chase nipple so no threads are exposed.

S. Install pull wires in empty raceways. Utilize polyester line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of the pull wire.

T. Telephone and Signal System Raceways: In addition to the above requirements, install raceways in maximum lengths of 150 feet and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements.

U. Install raceway sealing fittings according to manufacturer's written instructions. Locate fittings at suitable, approved, and accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as the boundaries of refrigerated spaces.
2. Where conduit pass from the interior to the exterior of a building.
3. Where otherwise required by NEC.

V. Apply firestopping to cable and raceway penetrations of fire-rated floor, ceiling, and wall assemblies to achieve fire-resistance rating of the assembly. Boxes installed in fire-rated floor, ceiling, and wall assemblies shall result in no larger than a 16 square-inch penetration in the fire-rated wall surface and the quantity of penetrations shall not be greater than 100 square-inches for every 100 square feet of fire-rated wall area. Where boxes are located on both sides of a fire-rated wall, the boxes shall have a minimum of a 24” horizontal spacing, where a 24” horizontal spacing cannot be achieved, furnish and install listed fire-rated putty on the boxes as required by the IBC.

W. Route conduit through roof openings for piping and ductwork where possible; otherwise, install roof penetrations in accordance with roofing system requirements. Coordinate with roofing installer.

X. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used 6 inches above the floor. Install screwdriver-operated, threaded flush plugs flush with floor for future equipment connections.

Y. Flexible Connections: Use maximum of 6 feet of flexible conduit for recessed and semi-recessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquidtight flexible conduit in wet or damp locations. Install separate ground conductor across flexible connections.

Z. PVC Externally Coated, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.

AA. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying the raceways to receptacle or fixture ground terminals.

BB. Conduits shall not be routed on or above the roof without prior approval from the Engineer. Instead, the branch circuits shall be routed at the structure level below the roof to feed roof-top equipment. When approval is granted to route conduits on or above the roof, the conduits shall be strapped to COOPER industries DB series support blocks at intervals not exceeding NEC requirements. The conduits shall not be rested directly on the roof. It shall be permissible to penetrate the roof adjacent mechanical or electrical equipment to power that respective equipment.

3.4 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers, at least every 8 feet.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

I. Simultaneously install vertical conductor supports with conductors.

G. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.

J. Install metal channel racks for mounting cabinets, panelboards; disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.

K. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

L. Securely fasten electrical items and their supports to the building structure, unless otherwise indicated. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit. Perform fastening according to the following unless other fastening methods are indicated:

1. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
2. New Concrete: Concrete inserts with machine screws and bolts.
3. Existing Concrete: Expansion bolts.
4. Steel: Spring-tension clamps on steel.
5. Light Steel: Sheet-metal screws.

M. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

N. Do not drill structural steel members.

O. All supports and attachments shall meet project seismic zone requirements.

3.5 BOX INSTALLATION

A. Do not install boxes back-to-back in walls.

B. Locate boxes in masonry walls to require cutting of masonry unit edge only. Coordinate masonry cutting to achieve neat openings for boxes.

C. Provide knockout closures for unused openings.

D. Support boxes independently of conduit except for cast boxes that are connected to two rigid metal conduits, both supported within 12 inches of box.

E. Use 4” boxes with multiple-gang mudring where more than one device are mounted together; do not use sectional boxes. Provide barriers to separate wiring of different voltage systems.

F. Install boxes in walls without damaging wall insulation.

G. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.

H. Position outlets to locate lighting fixtures as shown on reflected ceiling plans.

I. In inaccessible ceiling areas, position outlets and junction boxes within 6 inches of recessed luminaire, to be accessible through luminaire ceiling opening.

J. Provide recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs, accurately positioning to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud walls, and adjustable steel channel fasteners for flush ceiling outlet boxes.

K. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.

L. For boxes installed in metal construction, use rigid support metal bar hangers or metal bar fastened to two studs or with metal screws to metal studs.

M. Set floor boxes level and adjust to finished floor surface.

N. Set floor boxes level and trim after installation to fit flush to finished floor surface.

O. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

P. Locate pull and junction boxes above accessible ceilings or in unfinished areas. Support pull and junction boxes independent of conduit.

Q. Minimum box size to be 4” square by 2 1/8” deep.

3.6 LABELING

1. Label coverplate of all pull and junction boxes by system served. Indicate panel circuits for power and lighting boxes.

3.7 CLEANING

A. On completion of installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

END OF SECTION 26 0533

SECTION 26 0543

UNDER SLAB AND UNDERGROUND ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes under slab conduits and related electrical work.

PART 2 - PRODUCTS

2.1 CONDUIT

A. All shall be provided with fittings and accessories approved for the purpose. Refer to Section 260533.

2.2 PRECAST CONCRETE MANHOLE

A. Structural reinforced, size as indicated, with inserts for cable racks and pully eyes.

2.3 BARE COPPER GROUND CONDUCTOR

A. Medium hard drawn copper conductor, # 4/0 AWG stranded (unless otherwise noted).

PART 3 - EXECUTION

3.1 GENERAL

A. Electrical system layouts indicated on the drawings are generally diagrammatic, but shall be followed as closely as actual construction and work of other trades will permit.

3.2 CONDUIT INSTALLATION

A. Plastic conduit shall be installed on 2 inch sand base and covered by 2 inch sand back fill. Multiple runs shall maintain 3 inch minimum separation between runs. Plastic conduit shall not be installed in rock base.

B. Underground conduit entering building shall be provided with one 10 foot section of rigid steel conduit at point of penetration of foundation, footing or basement wall, with approximately equal lengths inside and outside building line. Ream the smaller inside diameter conduit smooth to prevent conductor damage.

C. Stagger conduit couplings by a minimum of 12 inches. All risers to grade shall be rigid steel.

D. All rigid steel conduits shall be encased in 3 inch minimum concrete envelope.

E. After completion of concrete encased duct bank, a 12 inch mandrel, ¼ inch less in diameter than a conduit, shall be pulled through each conduit.

F. Install 1/8 inch diameter pull line in each underground conduit.

G. Burial depths of conduits shall comply with the NEC (minimum).

H. Provide underground type plastic line markers: permanent, brightly colored, continuously printed plastic tape, intended for direct burial service, not less than 6 inches wide, reading “Caution Buried Electrical Line.” Install continuous line markers located directly over buried line at 6 inches above top of conduit, during back filling operation.

3.3 CONCRETE DUCT BANK CONSTRUCTION

A. Provide plastic spacers at maximum 5’-0” centers to maintain 3 inch spacing between conduits.

B. Drive two reinforcing bars to anchor the conduits at 10’-0” on centers to prevent floating during concrete pour.

C. Provide one warning tape (see 3.2.H. above) for each 12 inch width of concrete duct bank.

END OF SECTION 26 0543

SECTION 26 2416
PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes load centers and panelboards, overcurrent protective devices, and associated auxiliary equipment rated 600 V and less for the following types:

1. Lighting and appliance branch-circuit panelboards.
2. Distribution panelboards.

B. Related sections:

C. Section 26 0501 - Field Test and Operational Check.

1. Section 26 0526 - Grounding.

1.3 SUBMITTALS

A. Product Data: For each type of panelboard, overcurrent protective device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.

1. Dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following:

a. Enclosure types and details for types other than NEMA 250, Type 1.
b. Bus configuration, current, and voltage ratings.
c. Short-circuit current rating of panelboards and overcurrent protective devices.
d. UL listing for series rating of installed devices.
e. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

C. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

D. Maintenance Data: For panelboards and components, include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in the NEC, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NEMA PB 1.

C. Comply with the NEC.

1.5 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, and encumbrances to workspace clearance requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers:

1. Panelboards, Overcurrent Protective Devices and Accessories:

a. Eaton Corp.; Cutler-Hammer Products.
b. General Electric Co.; Electrical Distribution & Control Div.
c. Siemens
d. Square D Co.; Schneider Electric Brands
e. Or approved equal.

2.2 FABRICATION AND FEATURES

A. Enclosures: Flush or surface mounted cabinets (as indicated on drawings). Construct cabinets with code gauge galvanized steel. Provide minimum 20” wide cabinets and extra wiring space where incoming feed-through or parallel lines are shown. NEMA PB 1, Type 1, to meet environmental conditions at installed location.

1. Outdoor Locations: NEMA 250, Type 3R.
2. Kitchen Areas: NEMA 250, Type 4X, stainless steel.
3. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
4. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7C.

B. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.

C. Doors: Provide door-in-door construction, made of cold-rolled steel. Inner door shall provide access to breaker handles and outer door shall provide access to wiring space as well. Inner door shall be completely flush with no visible bolts, screw-heads or hinges and with flush catch and lock. Outer door shall have concealed hinges, flush catch and lock to match inner door, located in line with inner door catch. (Tee bar handles are not acceptable).

D. Finish: Manufacturer's standard enamel finish over corrosion-resistant treatment or primer coat.

E. Directory Card: With transparent protective cover, mounted inside metal frame, inside panelboard door.

F. Bus: Hard-drawn copper, 98 percent conductivity. Attach circuit breakers to bus so that circuits 1, 3, and 5; 2, 4, and 6, or any three similarly numbered circuits form one three-phase, four-wire circuit.

G. Main and Neutral Lugs: Compression or mechanical type suitable for use with conductor material.

H. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors; bonded to box.

I. Future Devices: Mounting brackets, bus connections, and necessary appurtenances required for future installation of devices.

J. Isolated Equipment Ground Bus: Where indicated on drawings - Adequate for branch-circuit equipment ground conductors; insulated from box.

K. Extra-Capacity Neutral Bus: Where indicated on drawings, neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads. Where indicated on plans, On 120/208Y Panels fed by K factor Type Transformer.

L. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor. Where indicated on plans.

M. Gutter Barrier: Arrange to isolate individual panel sections.

N. Feed-through Lugs: Compression or mechanical type suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device. For two-section panels.

O. Panels located adjacent to each other shall have identically sized enclosures and trims.

2.3 PANELBOARD SHORT-CIRCUIT RATING

A. UL label indicating series-connected rating with integral or remote upstream devices. Include size and type of upstream device allowable, branch devices allowable, and UL series-connected

short-circuit rating. If not series rated: Fully rated to interrupt symmetrical short-circuit current available at terminals or the rating indicated on the plans, whichever is higher.

2.4 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Branch Overcurrent Protective Devices:

1. 120/208Y volt branch circuit panelboards: Quick-make, quick-break, molded case plug-in type designed for 120/208Y volt, three-phase, four-wire service with minimum 10,000 amperes rms short circuit rating.
2. 277/480Y volt branch circuit panelboards: Molded case bolt-on type designed for 277/480Y volt, three-phase, four-wire service with minimum 14,000 amperes rms short circuit rating.
3. Provide multi-pole units with common trip elements.
4. Breaker shall have center-tripped position in addition to the ON and OFF positions.
5. Provide lockouts for all circuits that should not be inadvertently tripped (as indicated on the drawings).

2.5 DISTRIBUTION PANELBOARDS

A. Dead-front, dead-rear, Nema 1 or 3R enclosure as indicated, designed for use on a three-phase, four-wire, 120/208Y or 277/480Y volt system. See drawings for additional details.

B. Construction: Code gauge galvanized steel fully flanged for strength and rigidity. Door and trim shall be cold-rolled steel, code gauge. Provide concealed butt hinges and 3-point catch and lock. Provide separately hinged or bolted vertical access doors over lug and wiring spaces.

C. Bus Bars: Panel shall be fully bussed. Shall be used throughout and shall be hard-rolled, electrolytic copper of 98% conductivity designed for a maximum 1000 amperes per square inch. Bars shall be factory pre-drilled to accept future field installation of 2 or 3 pole circuit breakers in any combination. Brace all bus bars for required short circuit rating of the panel, but in no case less than 35,000 amperes rms, Refer to Short Circuit information above for additional requirements.

D. Main Overcurrent Protective Devices: Circuit breaker unless otherwise noted.

E. Provide handle locking devices for all circuit breakers.

F. Provide engraved nameplates with minimum ¼” high letters secured to panel front and for each circuit protective device in panel.

2.6 OVERCURRENT PROTECTIVE DEVICES

A. Main Breaker (or Feeder) Assemblies rated for 1200 Amps:

1. Main (or feeder) breakers rated for 1200 Amp may be Molded Case with temperature insensitive, solid state trips, current sensors and solid state logic circuit integral with the frame. All circuit breakers shall be of same design for over-current and ground fault trip coordination. The Circuit breakers shall have the following features:

   a. UL listed for 80 percent load application unless otherwise indicated on plans as 100% rated.
   b. Adjustable [L] Long time time-delay and ampere setting.
   c. Adjustable [S] Short time-delay and pick-up.
   d. Adjustable [I] Instantaneous trip.
   e. For 277/480Y systems rated 1000 Amp or higher - Adjustable [G] Ground fault pick-up and delay is required.
   f. Adjustable [G] Ground fault pick-up and delay where indicated or required be NEC.
   g. Adjustable [R] Reduced Entergy Let-Through (RELT) Instantaneous trip. This feature shall be provided on breakers to provide a temporary setting for the instantaneous trip setting of the breaker. Setting shall be adjustable down to 1.5X of the rating plug and shall be enabled through a switch mounted on front of the switchboard. The switch shall be combined with an indicating light that positively indicates that the RELT is enabled or disabled.

h. Where Indicated special zone control interlocking for main breaker and future main and tie breaker of double-ended substation switchboard.

i. Short circuit, overload and ground fault trip indicators.Feeder Circuit Breaker Assemblies 400 Amps or larger:

1. Feeder Circuit breakers 400 Amps or larger shall be digital solid state true RMS sensing Molded Case Circuit Breakers with temperature insensitive, solid state trips, current sensors and solid state logic circuit integral with the frame. All circuit breakers shall be of same design for over-current and ground fault trip coordination. The Circuit Breakers shall have the following minimum features:

   a. UL listed for 80 percent load application unless otherwise indicated on plans.
   b. Long time pickup (ampere setting) determined by interchangeable rating plug .
   c. Adjustable instantaneous with short time tracking function.
   d. Circuit Breaker shall allow the UL listed field installation internal accessories (Auxiliary Switch, Shunt Trip, Undervoltage release, Bell Alarm Switch) without removal of cover to install. Circuit Breaker shall include Accessories as indicated on plans.
   e. Circuit breaker handle accessories shall provide provisions for locking handle in the ‘ON’ or ‘OFF’ position

2. Where specifically indicated or required by NEC

   a. Adjustable [L] Long time time-delay and ampere setting.
   b. Adjustable [S] Short time-delay and pick-up.
   c. Adjustable [I] Instantaneous trip.
   d. Adjustable [G] Ground fault pick-up and delay where indicated or required be NEC.
   e. Where Indicated special zone control interlocking for main breaker and future main and tie breaker of double-ended substation switchboard
   f. Short circuit, overload and ground fault trip indicators.

   g. Trip device of circuit breakers shall be of same type for tripping coordination.Feeder Circuit Breaker Assemblies 150 Amp and below:

1. Feeder Circuit breakers 150 Amp and below shall be thermal Magnetic Circuit breaker: Inverse time. Current element for low level overloads, and instantaneous magnetic trip element for short circuits., unless otherwise indicated or required to meet Section 2.4 C above. Minimum features below:

   a. UL listed for 80 percent load application unless otherwise indicated on plans.
   b. Circuit Breaker shall allow the UL listed field installation internal accessories (Auxiliary Switch, Shunt Trip, Undervoltage release, Bell Alarm Switch) without removal of cover to install. Circuit Breaker shall include Accessories as indicated on plans.
   c. Circuit breaker handle accessories shall provide provisions for locking handle in the ‘ON’ or ‘OFF’ position

2. Where specifically indicated or required by NEC

   a. Adjustable [L] Long time time-delay and ampere setting with Long time pickup (ampere setting) determined by interchangeable rating plug.
   b. Adjustable [S] Short time-delay and pick-up.
   c. Adjustable [I] Instantaneous trip.
   d. Adjustable [G] Ground fault pick-up and delay where indicated or required be NEC.
   e. Where Indicated special zone control interlocking for main breaker and future main and tie breaker of double-ended substation switchboard
   f. Short circuit, overload and ground fault trip indicators.

   g. Trip device of circuit breakers shall be of same type for tripping coordination.General Breaker Requirements:

1. Minimum interrupting capacity shall match the minimum required interrupt rating of the panel.

2. Standard frame sizes, trip ratings, and number of poles.
3. Lugs: Mechanical or compression style, suitable for number, size, trip ratings, and material of conductors.
4. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
5. GFCI Circuit Breakers: Single- and two-pole configurations with 5-mA trip sensitivity.
6. Shunt Trip: 120-V trip coil energized from separate circuit.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install panelboards and accessories according to NEMA PB 1.1.

B. Clearances: Minimum code required clearances around panelboards must be maintained.

C. Mounting Heights: Top of trim 78 inches above finished floor, unless otherwise indicated.

D. Mounting: Plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish.

E. Mounting Hardware: Provide all necessary blocking, channels and other hardware for securing panelboards to wall, column or other parts of building structure.

F. Circuit Directory: Create a directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

G. Install filler plates in unused spaces.

H. Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties after completing load balancing.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components.

B. Panelboard Nameplates: Label each panelboard with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws. Label shall include panel designation, voltage and phase in minimum ¼” high letters.

3.3 CONNECTIONS

A. Install equipment grounding connections for panelboards with ground continuity to main electrical ground bus.

B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values.

3.4 FIELD QUALITY CONTROL

A. Testing: Refer to Section 26 0501 – Field Test and Operational Check.

B. After installing panelboards and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements

1. Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

C. Balancing Loads: After Substantial Completion, measure load balancing and make circuit changes as follows:

1. Measure as directed during period of normal system loading.
2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed.
3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.

4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

3.5 ADJUSTING

A. Set field-adjustable switches and circuit breaker trip ranges.

B. Adjust all operating mechanisms for free mechanical movement.

3.6 CLEANING

A. On completion of installation, inspect interior and exterior of panelboards. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION 26 2416