

PROJECT MANUAL
FOR
CITY OF LYNCHBURG

**ABERT WATER TREATMENT PLANT ELECTRICAL
RENOVATIONS**

CITY PROJECT NO. 12031-W

BID: 15-937

September 2014



PROCUREMENT DIVISION
3RD FLOOR CITY HALL
900 CHURCH STREET
LYNCHBURG, VA 24504
TELEPHONE (434) 455-3970
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ADVERTISEMENT FOR BIDS

Sealed bids for "**Abert Water Treatment Plant Electrical Renovations**", will be received by the City of Lynchburg, Procurement Division, City Hall, Lynchburg, VA, until, **3:00 P.M. on October 23, 2014**, and then publicly opened and read, in the Bidder's Room, Third Floor, City Hall.

Project Description:

Abert Water Treatment Plant serves approximately one-half of the City and parts of Bedford County was completed in 1972. The electrical equipment is nearing the end of its expected service life. This project will replace electrical equipment that has inadequate service life, parts availability, capacity, and reliability.

The Project Manual and Drawings for this project may be viewed and downloaded from the City's website:
<http://www.lyncburgva.gov/current-solicitations>

An Optional Pre-Bid Meeting will be held at **11:00 a.m., September 29, 2014, at the Abert WTP 2500 Abert Road, Lynchburg, VA.**

All requests for clarification of or questions regarding this Advertisement for Bids or for additional information must be made in writing, by facsimile (434) 845-0711 or email to lisa.moss@lyncburgva.gov and received by 9:00 A.M. October 15, 2014. All posted clarifications or addenda must be signed and accompany any bid submitted.

BID FORM

Lisa Moss
Buyer-Procurement Division
City of Lynchburg
Third Floor, City Hall
900 Church Street
Lynchburg, Virginia 24504

Dear Ms. Moss:

The undersigned, as bidder, hereby declares that the only persons interested in this bid as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this bid or in the Construction Agreement to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned, having visited and examined the site and having carefully studied all the Contract Documents, including without limitation, all drawings and specifications pertaining to "Abert Water Treatment Plant Electrical Renovations" for the City of Lynchburg, Virginia, hereby proposes to furnish all labor, equipment, materials, and services and to perform all operations necessary to execute and complete the Work required for the project, in strict accordance with the Contract Documents together with Addenda numbered _____ through _____ issued during bidding period and hereby acknowledged, subject to the terms and conditions of the Construction Agreement for the base bid amount listed below.

TOTAL BASE BID: _____ Dollars

(\$ _____)

The base bid is founded upon furnishing equipment and materials of specified manufacturers. Equipment or materials of other manufacturers are offered as "or equals" or "Substitutes" as shown on the Proposed "Or Equal" and/or "Substitute" Equipment or Materials Schedule and are not part of the base bid. Deductive alternative items listed below, are not part of the base bid and thus not used to determine the apparent low bidder; however, failure to provide a bid value for any of the deductive alternate items will render the base bid non-responsive. Owner will determine before Contract Award which, if any, Deductive Alternative(s) that will be included in the Contract and which, if any, "or equals" or "substitutes" that will be included in the Contract.

Award will be based upon the base bid, without consideration of "or equal" or "substitute" items or Deductive Alternate items.

Deductive Alternate No. 1 - Mandatory

Description: Provide Engine Generator and Transfer Switch manufactured by Onan-Cummins Power Generation or MTU-Detroit Diesel in accordance with sections 263213 Engine Generators and 263213 Transfer Switches.

For the sum of:

_____ dollars (\$ _____), which is deducted from the Base Bid amount.

Bidding of Major Equipment and Product Schedule

All items on the Major Equipment and Product Schedule shall be bid according to the following:

The Major Equipment and Product Schedule designates major equipment items to be provided. The bidder shall indicate which of the specified manufacturer's/supplier's equipment it is offering to provide by circling one of the named manufacturers/suppliers listed. A named manufacturer/supplier for each identified major equipment item shall be circled, even if only one is specified. If the bidder desires to propose a "or equal" and/or "substitute" for any named manufacturer/supplier of a specified item, it shall circle the named manufacturer/supplier (in the major equipment schedule) it is offering to provide and also shall write in the space/form provided the name of the offered "or equal" and/or "substitute" manufacturer/supplier and provide for such the price deduction resulting to the Owner upon the allowed use of the "or equal" and/or "substitute". Named manufacturers/suppliers are defined as those listed in the major equipment schedule. Or equal and/or substitute manufacturers/suppliers are defined as those proposed and written in by the bidder in the space so designated. Should the "or equal" and/or "substitute" manufacturer/supplier be determined "not equal" in the Engineer's discretion, the bidder must provide the named manufacturer/supplier circled in the major equipment schedule. Should the bidder fail to indicate the named manufacturer/supplier on which its bid is based, or circle more than one named manufacturer/supplier per equipment item, the bid shall be deemed to have been based upon the first listed manufacturer in the Major Equipment and Product Schedule, and the bidder, if awarded the contract, shall provide the first of the listed named manufacturers/suppliers for that item.

Or equals and/or substitutes are offered for the Owner's consideration in accordance with the General Conditions and in accordance with the Virginia Public Procurement Act.

If a proposed "or equal" and/or "substitute" manufacturer/supplier is allowed by the Owner, the associated "deduct" will be subtracted from the amount of the successful bidder's base bid to determine the contract price.

Determination of the low bidder will be based on the base bid without consideration of any deductions resulting from bidder-proposed "or equal" or "substitute" equipment. Allowance of an "or equal" and/or a "substitute" manufacturers/suppliers does not constitute a waiver of the specifications or of any other requirements of the Contract Documents.

Unless otherwise stated, all proposed deducts for "or equal" and/or "substitute" manufacturers/suppliers are deducts for the equipment associated with the base bid only.

Within 7 calendar days of bid opening, the apparent low bidder shall provide a "qualifications" package for all proposed "or equal" and/or "substitute" items proposed by Bidder. The qualification packages will be used solely by the Engineer to evaluate, on an administrative level, proposed "or equal" and/or substitute items. If Engineer elects to allow specific "or equal" and/or "substitute" item(s), this action does not constitute a waiver of the specifications or of any other requirements of the contract documents, and formal submittal and acceptance of said items will be in accordance with the Modified Standard General Conditions and the Contract Documents.

Major Equipment and Product Schedule

Equipment	Named Manufacturer
262200 Low-Voltage Transformers, 262413 Switchboards, 262913 Enclosed Controllers, and 262416 Panelboards	Eaton Electrical Inc.; Cutler-Hammer Business Unit.
	General Electric Company; GE Consumer and Industrial – Electrical Distribution
	Square D; a brand of Schneider Electric.
262419 Motor Control Centers	Eaton Electrical Inc.; Cutler-Hammer Business Unit.
	Rockwell Automation Inc.: Allen Bradley Brand
	Square D; a brand of Schneider Electric.
263213 Engine Generators and 263600 Transfer Switches	Caterpillar Engine Division

Proposed “Or Equal” and/or “Substitute” Equipment or Materials Schedule

Equipment Specification Name And Number	Indicate As “E” For Equal Or “S” For Substitute*	Manufacturers Name, Catalog Or Model No. Of “Or Equal” Or “Substitute” Offered	Amount Of Add Or Deduct From Base Bid Price
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$

*** Failure to indicate “E” or “S” will result in that item being treated as a proposed substitute.**

The above listed “or equal” and/or “substitute” items are hereby guaranteed to perform in all respects the functions of the items of specified manufacturers and in accordance with the Modified Standard General Conditions, and it is fully understood that approval of such items is contingent upon this guarantee.

Contractor’s Name: _____

Contractor's Signature: _____
Current License Number: _____ Code: _____
Date: _____

It is understood and agreed that the Owner, in protecting its best interests, reserves the right to reject any or all bids or waive any defects. Any changes, erasures, modifications, deletions in the bid form, or alternate proposals not specified in the Advertisement for Bids may make the bid irregular and subject to rejection.

Contractors will indicate a unit price for each item listed below. If the Construction Agreement is for a lump sum price, unless clearly and specifically indicated otherwise in the Contract Documents, all unit prices only apply to changes in the Work. The listed bid items are to contain all necessary costs required for completion of the Work in accordance with the Contract Documents.

If the Construction Agreement is for unit prices and not for a lump sum price, it is understood that all quantities listed on the following pages are estimated quantities, and the Owner reserves the right to raise, lower, or eliminate any quantity or item, and in any case, the unit prices shall be used in determining partial and final payment. It is further understood that costs to cover all components of the Work as described in the Contract Documents are included in this bid, even in cases where specific line items are not identified.

We are properly equipped to execute all work of the character and extent required by the Contract Documents, and we will enter into the Construction Agreement for the execution and completion of the Work in accordance with the Contract Documents; and we further agree that, if awarded the Construction Agreement, we will commence the Work on the date stated in the "Notice to Proceed" and will maintain a work force large enough to execute the Work and all obligations no later than the completion date stated in the Contract Documents.

Enclosed herewith is the following Security, offered as assurance that the undersigned will enter into the Construction Agreement for the execution and completion of the Work in accordance with the Contract Documents:

Bidder's Certified Check issued by _____ (name of bank) in the amount of:

\$ _____ (5% of Base Bid amount)

Bidder's Bid Bond for 5% of Base Bid Amount Issued by _____
(name of surety authorized to do business in Virginia).

The undersigned hereby agrees, if awarded the Construction Agreement, to execute and deliver to the City within ten (10) days after his receipt of the Notice of Award, a performance bond and a payment bond, in forms satisfactory to the City, from sureties authorized to do business in Virginia satisfactory to the City, in the amount of one hundred (100) percent of the Base Bid.

The undersigned further agrees that, in case of failure on his part to execute the said Construction Agreement within the ten (10) days after written notice being given on the award of the Construction Agreement or the failure to deliver the required performance and payment bonds within the ten (10) days, the monies payable by the Security accompanying this bid shall be paid to the City of Lynchburg, Virginia, as liquidated damages for such failure; otherwise the Security accompanying this Bid shall be returned to the undersigned.

Attached herewith are completed Statement of Experience and Statement of Resources forms which include the information requested.

The undersigned further certifies that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act punishable under the Virginia Governmental Frauds Act, or other law.

This bid remains valid and may not be withdrawn for a period of 60 days from this date.

CURRENT VIRGINIA CLASS A CONTRACTOR'S LICENSE/ REGISTRATION NO.: _____

Respectfully submitted,

CONTRACTOR

DATE

ADDRESS

BY: _____

ITS: _____
(Title)



DOCUMENTATION FORM

Date: September 5, 2014
Send to: Eric Schrader / Richard Eden
Subject: Abert WTP Electrical Upgrade Bidder Qualification Statement REV1
Commission No.: 213080.00

From: Aaron Tice
Office Location: Lynchburg
Action: Distribution
cc: Distribution List

OFFICE CORRESPONDENCE TELEPHONE LOG CONFERENCE NOTES MEMORANDUM

Comments:

Due to the critical nature of the Abert WTP Electrical Upgrade project, the City intends to require all bidding contractors to provide a Statement of Qualifications. The intent is that the City will receive and evaluate this statement with the Contractors bid package.

We recommend that the Statement of Qualification include the following:

Statement of Qualifications

The City of Lynchburg's Abert WTP Electrical Upgrade project includes a significant amount of critical electrical systems upgrade and replacement at the Abert WTP that must be completed without interfering with the operation of the water treatment plant. The Abert WTP is the sole source of water for approximately 50% of the City's drinking water system. This will require close coordination with the water treatment plant operations staff to implement critical equipment installation within defined outage periods.

Due to the complex nature of the electrical upgrade, the Bidder will be subject to the review of qualifications as listed below to assure that they have satisfactory personnel committed to the project, previous relevant experience and appropriate skills in completing electrical upgrades at similar critical facilities.

If proposing to use an electrical subcontractor or joint partners for any portion of the electrical work, provide a separate Statement of Qualifications for each subcontractor or partner.

The contractor, subcontractors and partners must each individually meet the following qualifications regarding the proposed project team, safe work plan and EMR ratio and previous project experience to be deemed a responsible bid.

Failure to document the information requested as part of the Statement of Qualifications may be a basis for rejection of the bid as nonconforming.

1. Master Electrician

The Bidder shall directly employ the Project Manager for this project who shall be a Tested Master Electrician licensed in the Commonwealth of Virginia. The Project Manager shall be the primary point of contact for the City and the Engineer, shall have authority to sign all pay requests and change orders, shall attend all progress meetings and shall visit the job site at least once per week to observe the status of the project and provide a written update on project status to the City.

Provide the name of the Project Manager and attach a copy of his or her current Master Electrician license. Provide the date of licensure as a Journeyman Electrician and as a Master Electrician and any dates where licensure lapsed.

Project Manager's Name:	Master Electrician License Number:	Date of Expiration:
	Date of Licensure as Master Electrician:	Date of Licensure as Journeyman Electrician:

It is anticipated that the Bidder will utilize an Administrative Project Manager to coordinate submittals, track progress schedules, manage project budgets and other construction administration functions. The City intends to engage the selected Bidder in a dialogue to delineate the roles of the Project Manager and Administrative Project Manager to ensure that this critical project is managed in a successful manner to ensure both technical involvement and smooth administrative function.

2. Journeyman Electrician and Non-licensed Electrical Workers

The Bidder shall directly employ at least three (3) Tested Journeyman or Master Electricians licensed in the Commonwealth of Virginia available to work on this project. The Project Superintendent for this project shall be one of the Journeymen Electricians named hereinafter, shall be present at the job site at all times when work is occurring regardless of discipline/trade, and shall attend all progress meetings. The Contractor shall identify the Project Superintendent at the Pre-Construction Meeting.

Provide the names of the three (3) Tested Journeyman Electricians and attach copies of their current Journeyman Electrician licenses.

Journeymen or Master Electrician's Name:	License No.	Date of Expiration
1.		
2.		
3.		

At the City's sole discretion, a Project Superintendent may be accepted who is not a Tested Journeyman or Master Electrician named herein. The Bidder shall identify the proposed Project Superintendent with their Bid Package to include a list of at least five (5) project references of similar complexity and cost where the individual was the Project Superintendent for the Bidder and a summary of the individual's experience. This does not relieve the Bidder of the requirement to directly employ at least three (3) Tested Journeyman or Master Electricians as required above.

The Bidder shall be responsible for staffing this project such that a maximum of four (4) workers performing electrical work shall be present at the project site for each journeyman or master electrician present at the job site.

3. Safe Work Plan and EMR Ratio

The Bidder shall provide a copy of the Bidder's current Safe Work Plan and a certified copy of the Bidder's EMR ratio for the previous three years. The Bidder's EMR ratio in each of the previous three years shall be less than 1.00. An EMR ratio greater than 1.00 or failure to submit a Safe Work Plan may be a basis for rejection of the bid as nonconforming.

4. Project Experience

The Bidder shall state here what previous municipal type work he has performed similar to that contemplated in this contract, and give references that will afford the City of Lynchburg an opportunity to judge experience and skill of the proposed Contractor. The Bidder shall list five (5) projects completed within the last ten (10) years that meet the following criteria:

1. The Bidder was the General Contractor or the Electrical Subcontractor.
2. The Project Manager identified hereinabove was directly involved in the project as either Project Manager or Project Superintendent (or equivalent designation if Bidder was an electrical subcontractor).
3. If the Bidder identifies one of the Journeyman Electricians named hereinabove as the Project Superintendent as part of the Statement of Qualifications, a maximum of two (2) projects may be listed where the identified Project Superintendent was directly involved in the project as the Project Superintendent (or equivalent designation if Bidder was an electrical subcontractor).
4. The named Project Manager or Project Superintendent was a licensed Journeyman Electrician or Master Electrician throughout the duration of the project.
5. The project was of similar size and complexity at a Municipal Water Treatment Plant or other non-industrial facility of similar criticality such as a Municipal Wastewater Treatment Plant or Hospital. Projects considered to be similar in size and complexity are defined complete electrical upgrades including service change, emergency/standby generator, automatic transfer switch, MCC and commissioning at a facility utilizing 480V or greater power with a primary electrical service 800 amps or greater that were completed while maintaining continuous operation of the facility.

Provide the following information for each project:

Owner and Project Name:	
Project Reference Name and Position:	
Current Contact Information:	
Project Value or Subcontract Value:	Date of Completion:
Project Manager or Superintendent:	Was the Bidder the General Contractor or Electrical Subcontractor?
Project Description:	
Applicable Project Elements (check all that were installed by Bidder as part of the referenced project):	
<input type="checkbox"/> 480V+ / 800A+ Service <input type="checkbox"/> Automatic Transfer Switch	<input type="checkbox"/> Service Change <input type="checkbox"/> MCC
<input type="checkbox"/> Emergency/Standby Generator <input type="checkbox"/> Commissioning of Electrical Gear	

Owner and Project Name:

Project Reference Name and Position:	
Current Contact Information:	
Project Value or Subcontract Value:	Date of Completion:
Project Manager or Superintendent:	Was the Bidder the General Contractor or Electrical Subcontractor?
Project Description:	
Applicable Project Elements (check all that were installed by Bidder as part of the referenced project):	
<input type="checkbox"/> 480V+ / 800A+ Service	<input type="checkbox"/> Service Change
<input type="checkbox"/> Automatic Transfer Switch	<input type="checkbox"/> MCC
<input type="checkbox"/> Emergency/Standby Generator	<input type="checkbox"/> Commissioning of Electrical Gear

Owner and Project Name:	
Project Reference Name and Position:	
Current Contact Information:	
Project Value or Subcontract Value:	Date of Completion:
Project Manager or Superintendent:	Was the Bidder the General Contractor or Electrical Subcontractor?
Project Description:	
Applicable Project Elements (check all that were installed by Bidder as part of the referenced project):	
<input type="checkbox"/> 480V+ / 800A+ Service	<input type="checkbox"/> Service Change
<input type="checkbox"/> Automatic Transfer Switch	<input type="checkbox"/> MCC
<input type="checkbox"/> Emergency/Standby Generator	<input type="checkbox"/> Commissioning of Electrical Gear

Owner and Project Name:	
Project Reference Name and Position:	
Current Contact Information:	
Project Value or Subcontract Value:	Date of Completion:
Project Manager or Superintendent:	Was the Bidder the General Contractor or Electrical Subcontractor?

Project Description:

Applicable Project Elements (check all that were installed by Bidder as part of the referenced project):

- | | | |
|--|---|---|
| <input type="checkbox"/> 480V+ / 800A+ Service | <input type="checkbox"/> Service Change | <input type="checkbox"/> Emergency/Standby Generator |
| <input type="checkbox"/> Automatic Transfer Switch | <input type="checkbox"/> MCC | <input type="checkbox"/> Commissioning of Electrical Gear |

Owner and Project Name:

Project Reference Name and Position:

Current Contact Information:

Project Value or Subcontract Value:

Date of Completion:

Project Manager or Superintendent:

Was the Bidder the General Contractor or Electrical Subcontractor?

Project Description:

Applicable Project Elements (check all that were installed by Bidder as part of the referenced project):

- | | | |
|--|---|---|
| <input type="checkbox"/> 480V+ / 800A+ Service | <input type="checkbox"/> Service Change | <input type="checkbox"/> Emergency/Standby Generator |
| <input type="checkbox"/> Automatic Transfer Switch | <input type="checkbox"/> MCC | <input type="checkbox"/> Commissioning of Electrical Gear |

cc: Walt Mendenhall
Rob Mangrum

ELECTION OF ESCROW ACCOUNT PROCEDURE FOR RETAINAGE

If determined to be the successful low bidder(s), the above signed elects to use the Escrow Account Procedure for retainage.

Write "Yes" or "No" on above line

If the successful bidder elects to use the Escrow Account Procedure for Retainage, the "Escrow Agreement" form shall be executed and submitted to the City of Lynchburg Engineering Division within fifteen (15) calendar days after notification. If the "Escrow Agreement" form is not submitted within the fifteen (15) day period, the Contractor shall forfeit his rights to the use of the Escrow Account Procedure.

Company _____

Authorized Signature _____

Questions to Bidders/Offerors

Bidders/Offerors are to respond to the following question: Have any of the individual(s), owner(s), and/or principal officer(s) of the firm submitting the bid/proposal ever been convicted of (1) a felony, or (2) a misdemeanor involving moral turpitude?

YES _____

NO _____

If yes, list individual or officer and title and give details.

NOTE: Answering yes to this question will not necessarily exclude your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed.

Is your firm currently involved in litigation or a dispute involving arbitration?

YES _____

NO _____

If yes, for litigation list the litigation by case name, name of court, case number, and jurisdiction, and for arbitration, list the organization administering, if any, its contact information, any case number assigned, the arbitrators, and the location of the arbitration. For litigation and arbitration, briefly describe the claims and status, and give contact information for the opposing party or parties.

CONSTRUCTION AGREEMENT

This Construction Agreement (the "Contract") made and entered into on the _____ day of _____, 2014, by and between _____, party of the first part, hereinafter referred to as Contractor, and the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, party of the second part, hereinafter referred to as the Owner or City.

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor shall furnish all labor, materials, tools, and equipment and perform all Work required by the Contract Documents (as defined in the General Conditions hereto) for **Abert Water Treatment Plant Electrical Renovations**.

2. That the Contractor shall commence Work within ten (10) days after Notice to Contractor to Proceed with the Work under Contract ("Notice to Proceed"), and shall substantially complete the Work within **270 calendar days**. Owner and Contractor recognize that time is of the essence of this Contract and that the Owner will suffer financial loss if the Work is not completed within the times specified in the Notice to Proceed, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in providing the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for certain losses Owner is expected to suffer due to delay (but not as a penalty) Contractor shall pay **\$500.00** for each day that expires after the time specified for completion. If the Contractor is subject to liquidated damages, the City has the right, but not the obligation, to withhold the liquidated damages from the Contractor's regular payments or retainage. Rights and obligations relating to these liquidated damages are set out more fully in the General Conditions.

3. The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract in accordance with the Contract Documents, subject to additions and deductions as provided in the Contract Documents, in lawful money of the United States, as follows:

_____ Dollars

(\$ _____)

4. The Owner shall make partial payment on a monthly basis to the Contractor in accordance with the Contract Documents on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less five percent (5%) of the amount of such estimate which may be retained by the Owner until all Work has been performed strictly in accordance with the Contract Documents and until such Work has been accepted by the Owner.

5. Within ninety (90) days after submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, satisfaction of all the requirements of the Contract Documents, and acceptance of such Work by the Owner, final payment on account of this Contract shall be made.

6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract, the performance bond provided for its faithful performance and the payment bond, the Owner shall deem the surety or sureties upon such bonds or either of them to be unsatisfactory, or if for

any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his own sole expense, within five (5) days after the receipt of Notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

7. Contractor agrees to fulfill all requirements of state, Federal, and municipal laws which may be applicable to this project.

8. This Contract is subject to the General Conditions accompanying it, and all the documents defined by the General Conditions to be the Contract Documents are a part of this Contract.

This Contract is executed in two counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

IN WITNESS WHEREOF, _____ has caused its name to be subscribed to this Contract by _____, its _____, and its corporate seal to be hereunto affixed and attested by _____, its _____, said officers being duly authorized therefore; and the City of Lynchburg has caused its name to be hereunto subscribed by L. Kimball Payne, City Manager, and its corporate seal to be hereunto affixed and attested by Valeria Chambers, its Clerk of Council, said officers being duly authorized therefore, all as to the day and year first above written.

CONTRACTOR

BY: _____
ITS: _____

(SEAL)

ATTEST:

CITY OF LYNCHBURG

BY: _____
City Manager

(SEAL)

ATTEST:

Clerk of Council

**CITY OF LYNCHBURG, VIRGINIA
STANDARD PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, the Contractor ("Principal"), whose principal place
of business is located at _____
_____ and _____
_____ ("Surety"), are held and firmly bound unto the City of Lynchburg, Virginia,
the Owner ("Obligee"), in the amount of

_____ Dollars

(\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has, entered into a Construction Agreement with Obligee for certain work on a construction
project known as Abert Water Treatment Plant Electrical Renovations which contract (the "Contract") is
by reference expressly made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall
promptly and faithfully perform said Contract in strict conformity with the plans, specifications and
conditions of the Contract and its Contract Documents, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done
under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any
other alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to
the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors,
administrators, successors or assigns, from their liability hereunder, notice to the Surety of any such
alterations, extensions, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the
Contract and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery
of the defect or breach of warranty or guarantee if the action be for such.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the
Commonwealth of Virginia.

Signed and sealed this _____ day of _____, 2014.

Contractor/Principal (SEAL)

By: _____

Witness: _____

Title: _____

Surety (SEAL)

By: _____
Attorney -in-Fact

My Power of Attorney is recorded in the Clerks Office of the Circuit Court of _____, Virginia in Deed Book _____, Page _____, and has not been revoked.

Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA
(or, alternatively, Commonwealth or State of _____)

CITY/COUNTY OF _____ to wit:

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he is the attorney-in-fact of _____, the Surety, that he is duly authorized to execute on its behalf the aforesaid Bond(s) as its act and deed.
Given under my hand this _____ day of _____ 2014 .

Notary Public (SEAL)

My Commission expires: _____

APPROVED:

City Attorney/Designee Date

**CITY OF LYNCHBURG
STANDARD LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, the Contractor ("Principal") whose principal
place of business is located at _____
_____ and _____
_____ ("Surety") are held and firmly bound unto the City of Lynchburg,
Virginia, the Owner ("Obligee") in the amount of _____ Dollars
(\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____ entered into a Construction Agreement
with Obligee for _____.

which contract (the "Contract") is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract and its Contract Documents, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the Work site.
2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract Documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefore before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such

materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.
4. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. This bond is intended to comply with the requirements and to afford all the benefits of a payment bond consistent with the requirements of Virginia Code § 2-2-4337 and § 2-2-4341. To the extent that those sections as they are in effect as of the date of issuance of this bond confer any requirements on Principal or Surety, or confer any additional benefits on any claimant (as the term "claimant" is used within either the meaning of those sections or this bond), those requirements and benefits shall be deemed to be incorporated into and be part of this bond.

Signed and sealed this _____ day of _____.

(SEAL)

Contractor/ Principal

By: _____

Witness: _____

Title: _____

(SEAL)

Surety

By: _____

Attorney-in-Fact

Typed Name: _____

My Power of Attorney is recorded in the Clerks Office of the Circuit Court of _____ Virginia in Deed Book _____, Page _____, and has not been revoked.

Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

(or, alternatively, Commonwealth or State of _____)

CITY / COUNTY OF _____

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he is the attorney-in-fact of _____, the Surety, that he is duly authorized to execute on its behalf the foregoing bond pursuant to the Power of Attorney noted above, and on behalf of said Surety, acknowledged the aforesaid bond(s) as its act and deed.

Given under my hand this _____ day of _____.

(SEAL)

Notary Public

My Commission expires: _____

APPROVED:

City Attorney/Designee Date

ESCROW AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2014 by,

between and among the City of Lynchburg ("City"), _____ ("Contractor"), and

(Name of Bank)

(Address of Bank)

a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth of Virginia (hereinafter referred to as "Bank" or "Escrow Agent"), and

("Surety") provides:

I.

The City and the Contractor have entered into the Construction Agreement ("Contract") with respect to City Project No. 12031-W and Name: Abert Water Treatment Plant Electrical Renovations (the "Contract"). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance by the City of performance by the Contractor or Surety.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the City may, pursuant to the Contract Documents, retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the City, elected to have these retained amounts held in escrow by the Bank. This Agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of, the Contract or any other instrument or agreement between the City and the Contractor.

III.

The City may from time to time pursuant to this Agreement pay to the Bank amounts retained by the City under the Contract. Except as to amounts actually withdrawn from escrow by the City, the Contractor shall look solely to the Bank for payment of funds retained under the Contract and paid by the City to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this Agreement shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

IV.

Upon receipt of checks or warrants drawn by the City's Director of Finance and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in "Approved Securities" within the meaning of this Agreement in accordance with the written instruction of the Contractor. In no event shall the Bank invest the escrowed funds in any security that is not an "Approved Security."

V.

The following securities, and none other, are Approved Securities for all purposes of this Agreement:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,
- (2) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the City,
- (4) Bonds of any political subdivision of the City, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A", and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates,
- (6) Any bonds, notes, or other evidences of indebtedness listed in Section (1) through (3) may be purchased pursuant to a repurchase agreement with a Bank, within or without the City, having a combined capital, surplus and undivided profit of not less than \$25,000,000 provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100 percent of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is an Approved Security hereunder if it matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank Approved Securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the City's Director of Public Works or the City Engineer, the Director of Finance or the City Accountant shall authorize the Bank to pay the principal of the fund, or

any specified amount thereof, to the account of the City of Lynchburg. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the City's Director of Public Works or the City Engineer, the Director of Finance or the City Accountant shall authorize the Bank to pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services, hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund, and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall first be paid or applied to pay the Bank's fee and any other costs of administration and such income shall be deemed a part of the principal of the fund. After all of the Bank's fees and other costs of administration have been paid from such income, the net income earned thereafter may then be paid over to Contractor in installments.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the Contract are not affected hereby.

WITNESS the following signatures, all as of the day and year first above written.

CITY OF LYNCHBURG

CONTRACTOR: _____

BY: _____
City Manager

BY: _____
Officer, Partner, or Owner (Seal)

SURETY:

By: _____

Its: President (Seal)

ATTEST:

Secretary

By: _____
Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

(or, alternatively, Commonwealth or State of _____)

CITY / COUNTY OF _____

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he is the attorney-in-fact of _____, the Surety, that he is duly authorized to execute on its behalf the foregoing bond pursuant to the Power of Attorney noted above, and on behalf of said Surety, acknowledged the aforesaid bond(s) as its act and deed.

Given under my hand this _____ day of _____.

Notary Public (SEAL)

My Commission expires: _____

APPROVED:

City Attorney/Designee Date

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF WORK

The Work included under this Contract shall consist of all labor, materials, equipment, and the performance of all work necessary to complete the project known as "Abert Water Treatment Plant Electrical Renovations" as described in the Contract Documents. This Work shall be performed in accordance with the Contract Documents.

1. General: Subject to Owner's right to waive informalities, to be valid for consideration, bids must be completed and submitted in accordance with these instructions to bidders. All individual bid unit price items must be filled in, regardless of the quantity shown.
2. Plans and Specifications: The Project Manual and Drawings for this project may be viewed and downloaded from the City's website: <http://www.lynchburgva.gov/current-solicitations>
3. Qualification of Bidders: Each bidder must be prepared to submit within five calendar days of the Owner's request written evidence of his qualifications for the project, including, without limitation, financial data, previous experience, resources, personnel and evidence of authority to conduct business in the jurisdiction where the project is located.
4. Examination of Bid Documents and Site:
 - 4.1 Before submitting bids, each bidder must examine bid documents, including, without limitation, all the Contract Documents, thoroughly; familiarize himself with Federal, state and local laws, ordinances, rules, codes, and regulations affecting the Work; and correlate his observations with requirements of the bid documents.
 - 4.2 Bidders are requested and expected to visit the site of the project to alert themselves to local and special conditions which may be encountered during construction of the project such as: labor and transportation, handling and storage of materials, the availability of materials, and site access. Failure to make such investigations shall not relieve the successful bidder from performing and completing the Work in accordance with the Contract Documents.
 - a. An optional pre-bid conference will be held at the time and place stated in the Advertisement for Bids.
5. Clarification:
 - 5.1 No oral clarification of the bid documents will be made to any bidder. To be given consideration, requests for clarification must be received in time to allow preparation of a written response at least seven (7) days prior to date fixed for opening of bids. Clarifications will be issued in the form of written addenda to the bid documents and posted to the Procurement Website within five (5) days of the bid opening. Only clarifications by formal written addenda will be binding.
 - (1) All communications in regard to clarifications and any other matters related to this project shall be addressed to: Lisa Moss Procurement Division, 900 Church Street, Lynchburg, VA 24504, Fax: 434-845-0711, email: lisa.moss@lynchburgva.gov.
6. Substitutions:
 - 6.1 Substitutions of material or equipment or both may be offered by the Contractor with his bid, provided that, if approved:

- a. No major changes in the construction or design intent of the project would be required. Changes required to accommodate substituted items shall be made by the Contractor at no additional cost or time delay.
- b. Features of quality, capacity, construction, performance, appearance, size, arrangement, and general utility, including economy of operation of substitutes offered, either parallel or exceed those of specified products.
- c. The provisions of the General Conditions are met, and the provisions of the General Conditions any other guarantees, if required by the specification sections, shall apply in full force and effect to the performance of such substitute products; approved for incorporation into the Work.

6.2 Technical data covering the proposed substitution shall be furnished with the bid when possible, and not later than 10 days after bid submission.

7. Bid Submission:

7.1 Submit bids using forms furnished in the Project Manual and fill in all blank spaces on the form. Repeat notation "Contractor's Current Virginia License No. _____" on outside of inner envelope containing bid and bid security, and place this envelope within another envelope addressed to:

City of Lynchburg
Procurement Division
900 Church Street
Third Floor, City Hall
Lynchburg, VA 24504

Bidders shall include the following with their bid submission:

- Bid Form
- Statement of Experience
- Statement of Available Resources
- Equal Opportunity Report Statement
- Corporate Status Form
- Questions to Offeror Form
- Bid Bond or Cashiers Check Equivalent

7.2 Both the inner and outer envelopes shall have noted thereon:

- a. "Sealed Bid 15-937 for Abert Water Treatment Plant Electrical Renovations
- b. Project Number 12031-W
- c. The bidder's name and address;
- d. Repeat notation "Current Registered Virginia Contractor No. ____" on the outside envelope.

7.3 Each bid must be accompanied by a cashier's check payable to the City drawn on a bank satisfactory to the City, or a Bid Bond, in the amount of five percent (5%) of the amount of the total base bid, with the City as obligee, as assurance that the successful bidder will enter into the Contract within ten (10) days after Notice of Award.

If the successful bidder defaults by failure to enter into the Contract and to provide required performance and payment bonds, the certified check or Bid Bond accompanying the successful

bid shall be collected by the City, not as a penalty but as liquidated damages for delays and such additional expenses as may be incurred by the City for reasons of such default.

7.4 Contractors will indicate a lump sum bid for on the bid form. The lump sum bid shall contain all necessary costs required for completion of the Work. Any changes, erasures, modifications, or deletions in the bid form, or alternate proposals not specified in the bid proposal may make the proposal irregular and subject to rejection.

7.5 Receipt deadline for bids will be as stated in the Advertisement for Bids.

7.6 Bids will be opened publicly in accordance with the Advertisement for Bids.

7.7 Withdrawal of bid after bid opening: To withdraw a bid after bid opening, a bidder must satisfy the substantive requirements of Va. Code §2.2-4330. In addition, the following procedures shall apply:

a. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

b. The mistake may be proved only from the original work papers, documents and materials used in preparation of the bid and delivered as required herein.

8. Bonds and Damages:

8.1 Bonds shall be with a surety company acceptable to the Owner- that is legally authorized to do business in Virginia and in a form acceptable to Owner.

8.2 A performance bond and a labor and material payment bond will be required in the amount of 100 percent of the bid.

8.3 Liquidated damages shall be as indicated in the Contract Documents.

9. Award of Contract:

9.1 The award of the Contract will be the responsible bidder submitting the lowest responsive base bid.

Selection of the apparently successful bidder's responsibility will include a serious evaluation of whether the bidder has conscientiously attempted to meet Minority and Disadvantaged Business Enterprise goals. A requirement of the Contract bidder will be that a genuine concerted effort will be utilized to meet the Contract goal.

9.2 Before the Contract is awarded, the bidder submitting the lowest responsive bid must satisfy the City that it has the requisite organization, capital, equipment, ability, resources, personnel, management, business integrity, and at least five years experience in the type municipal work for which it has submitted a bid. Each bidder shall, with his bid, submit a list of at least five projects of similar size and dollar value completed within the last five years, giving location, dollar value, year completed, and the name(s) of the owner(s) and architect/engineers(s). The bidder shall verify to the City that it has the sufficient and qualified personnel to provide for the Contact Work. Failure by the lowest responsive bidder to sufficiently satisfy the City of its ability to meet any of the above requirements may serve as grounds for rejection of the bid.

9.3 The Owner reserves the right to cancel the Advertisement for Bids, reject any and all bids, waive any and all informalities, and disregard all conforming, nonconforming, conditional bids or counterproposals.

9.4 Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the responsive bid from the lowest responsible bidder exceeds available funds, pursuant to Section 18.1-9 of the Lynchburg Public Procurement Code, the Owner may negotiate with the apparent low bidder to obtain a contract price within available funds.

a. Procedures for Negotiations: If the Owner wishes to negotiate with the apparent low bidder to obtain a contract price within available funds, negotiations shall be conducted in accordance with the following procedures:

1. If the using agency wishes to conduct negotiations pursuant to this section, it shall provide the procurement administrator with a written determination that the bid from lowest responsive, responsible bidder exceeds available funds. This determination shall be confirmed in writing by the director of finance or his designee. The using agency shall also provide the procurement administrator with suggested measures to bring the proposed purchase within budget through negotiations with the lowest responsive, responsible bidder, including reductions in scope, changes in quality, value engineering, changes in terms and conditions, or changes in schedule.
2. The procurement administrator shall advise the lowest responsive, responsible bidder, in writing, that the proposed purchase exceeds available funds. He shall further invite proposed measures, such as a reduction in scope, change in quality, value engineering, changes in terms or conditions, or changes in schedule for the proposed purchase, and invite the lowest responsive, responsible bidder to amend its bid based upon the proposed measures to bring the purchase within available funds.
3. Informal discussions between the City and the lowest responsive, responsible bidder, either in person, by e-mail, by telephone, or by other means, may be used to attempt to obtain a contract within available funds.
4. Following any successful negotiations, the lowest responsive, responsible bidder shall submit a proposed addendum to its bid, which addendum shall include the specific changes in the proposed purchase, the reduction in price, and the new contract value. The addendum shall be reviewed by the purchasing agency, the City Manager, and City Attorney for acceptability.
5. If an addendum is acceptable to the City, the City may award a contract within funds available to the lowest responsive, responsible bidder based upon the amended bid proposal.
6. If the City and the lowest responsive, responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

9.5 Protests of Award or Decisions to Award of Contract

a. The following are the exclusive procedures for a bidder or offeror to protest the City's award or decision to award a contract.

1. Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
2. Except for a protest of an emergency or sole source procurement, a protest of a City award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably

likely to have its bid or proposal accepted but for the City's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.

3. Protests shall only be granted if (1) the protester has complied fully with Sec. 18.1-6 of the Lynchburg Public Procurement Code and there has been a violation of law, the Lynchburg Public Procurement Code, or mandatory terms of the solicitation that clearly prejudiced the protester in a material way, or (2) a statute requires voiding of the decision.
 4. The City Manager shall issue a written decision on a protest within ten (10) days of its receipt by the City Manager.
 5. If the protest is denied, the protester may only appeal the denial or otherwise contest or challenge the procurement by then filing suit in the Lynchburg Circuit Court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the City Manager's decision shall be final and conclusive, and the protester's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
 6. Strictly following these procedures shall be a mandatory prerequisite for protest of the City's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
- b. A protest may not be based upon the alleged non-responsibility of a person to whom the City awards or makes a decision to award a contract.
10. Bidders are referred to the General Conditions for the meanings of capitalized terms.

End of Instructions to Bidders

GENERAL CONDITIONS

ARTICLE 1	CONTRACT DOCUMENTS AND DEFINITIONS
ARTICLE 2	ARCHITECT/ENGINEER
ARTICLE 3	OWNER
ARTICLE 4	CONTRACTOR
ARTICLE 5	SUBCONTRACTORS
ARTICLE 6	WORK BY OWNER OR BY SEPARATE CONTRACTORS
ARTICLE 7	MISCELLANEOUS PROVISIONS
ARTICLE 8	CONTRACT TIME
ARTICLE 9	PAYMENTS AND COMPLETION
ARTICLE 10	PROTECTION OF PERSONS AND PROPERTY
ARTICLE 11	INSURANCE FOR CONTRACTS
ARTICLE 12	CHANGES AND MODIFICATIONS IN THE WORK
ARTICLE 13	CLAIMS AND DISPUTE PROCEDURE
ARTICLE 14	UNCOVERING AND CORRECTION OF WORK
ARTICLE 15	TERMINATION OF THE CONTRACT

GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS AND DEFINITIONS

1.1 DEFINITIONS

1.1.1 CONTRACT AND CONTRACT DOCUMENTS:

The Contract Documents include: (1) the Construction Agreement (the "Contract"), its General Conditions, its Special Conditions (if any) and its attachments (if any); (2) the City's Invitation for Bid No. 15-937 dated October 2014, and any addenda; (3) the Contractor's bid dated October 23, 2014; (4) the Contract plans, drawings, and specifications and any addenda; and (5) any Modifications and any Field Orders. Any soils, geotechnical or other reports, surveys and analyses which may be made available to the Contractor for review or information under this Contract, are not adopted by reference into, nor are they part of the Contract Documents.

1.1.2 MODIFICATION:

A Modification is (1) a written amendment to the Contract signed by both parties (Project Manager for City of Lynchburg and authorized agent for the Contractor), (2) a written Change Order signed by the Project Manager or Owner's authorized representative and an authorized agent for the Contractor, or (3) a written Change Directive signed by the Owner's authorized representative. Modifications may be made to the Contract and Contract Documents without notice to any surety for the performance or payment bonds for the Work. Any Modification that increases the Contract Sum by more than \$50,000 or that causes total expenditures for the Contract to exceed the amount budgeted for the Contract may only be made with the specific approval of the City Manager.

1.1.3 WORK:

"Work" means the construction and services required by the Contract Documents and includes all services, plant, labor, materials, supplies, equipment and other things necessary for Contractor to carry out and complete the requirements of the Contract Documents. "Work" includes material suitably stored and protected. "Work" also includes any portion of the Work, whether completed or not.

1.1.4 PROJECT:

The Project is the total construction of which the Work performed by Contractor under the Contract Documents may be the whole or a part.

1.1.5 FURNISH, INSTALL & PROVIDE:

The terms "Furnish" or "Install" or "Provide", unless specifically limited in context, mean furnishing and incorporating a specified item, product or material into the Work, including all necessary labor, materials, equipment to make the item and the Work ready for use.

1.1.6 EXTRA WORK:

The term "Extra Work" as used herein, refers to and includes work required by the Owner, which, in the judgment of the Owner involves changes in or additions to the Work required by the Contract Documents in their then-existing form.

1.1.7 NOTICE OF AWARD:

"Notice of Award" is the written notice of the Owner's acceptance of the Contractor's bid given by the Owner to Contractor as the successful bidder.

1.1.8 NOTICE:

"Notice" means written notice made in the manner specified in this paragraph.

1.1.8.1 "Notice" shall be deemed to have been given to the Owner if sent to the following persons by the means indicated in 1.1.8.3 and either such Notice actually was received by such persons or adequate proof of receipt is made:

Department of Water Resources	Procurement Division	City Attorney
525 Taylor Street Lynchburg, Virginia 24504	3 rd Floor, City Hall 900 Church Street Lynchburg, Virginia 24504	3rd Floor, City Hall 900 Church Street Lynchburg, Virginia 24504

1.1.8.2 "Notice" shall be deemed to have been given to the Contractor if sent to the following person by the means indicated in 1.1.8.3 and either such Notice was received by such person or the Contractor or adequate proof of receipt by such person or the Contractor is made:

(Insert Successful bidder authorized representatives name and address)

1.1.8.3 "Notice" shall be sent by special courier, recognized overnight delivery service, or United States mail. With the exception of original bid documents, facsimile copies and e-mail shall be acceptable if the original is then sent by special courier, recognized overnight delivery service, or United States mail within three business days.

1.1.9 CHANGE DIRECTIVES:

If the parties cannot agree to a written amendment to the Contract or to a Change Order, Owner may, by issuance of a written "Change Directive," direct Contractor to perform Work that Owner acknowledges, or that Contractor contends, to be a change to the Work required by the Contract Documents. A change order signed by the Owner that Contractor fails or refuses to sign shall be considered a "Change Directive."

1.1.10 MISCELLANEOUS WORDS OR TERMS:

1.1.10.1 Whenever they refer to the Work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirements, permission, order, designation or prescription of the Owner, and "approved", "acceptable", "satisfactory", "in the judgment of" and words of like import shall mean approved by or acceptable to or satisfactory to or in the judgment of the Owner.

1.1.10.2 The Contract Documents generally refer to the Owner, Contractor, Architect/Engineers, entities, and persons as if masculine in gender and singular in number. Such references are intended to include the feminine or neutral in gender and/or the plural in number when appropriate.

1.2 EXECUTION, CORRELATION AND INTENT OF CONTRACT DOCUMENTS

1.2.1 Two originals of the Contract shall be executed.

1.2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work, including without limitation, all items reasonably inferable from the Contract Documents. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.3 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications, and detail drawings take precedence over general drawings. Contractor shall promptly notify the A/E and Owner of

any conflict or inconsistency in the Contract Documents, upon its discovery, and promptly submit an explanation in writing of the conflict or inconsistency to the A/E, with a copy to the Owner. The A/E's decision thereon shall be final. In case of conflict or inconsistency between the drawings and the specifications, the specifications shall govern.

- 1.2.4 Should any labor, material, or equipment be required which is not denoted in the drawings and specifications, but which is, nevertheless, reasonably necessary for the proper carrying out of the intent of the Work, it is agreed that the labor, material, or equipment is implied, and the Contractor shall provide such labor and furnish such materials and equipment as fully as if they were completely delineated and prescribed, without additional cost to the Owner.
- 1.2.5 The Contractor may be furnished additional instructions and detail drawings to carry out the Work included in the Contract Documents. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- 1.2.6 The drawings and specifications are divided into sections for convenience and clarity only. The Contractor shall not construe this division as a division of the Work into various subcontractor units. The Contractor may subcontract the Work in such divisions as he sees fit, but he is ultimately responsible for furnishing all Work required by the Contract Documents.
- 1.2.7 The provisions of this Contract cannot be amended, modified, varied or waived in any respect that causes a change to the Contract Sum or Contract Time except by a Modification. **The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from any of the Contractor's duties or obligations under or arising out of the Contract Documents.** Any waiver, approval or consent granted by Modification or Field Order to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

1.3 OWNERSHIP AND USE OF DOCUMENTS

- 1.3.1 All plans, drawings, specifications, and documents relating to the Work are the property of the Owner and are to be used only for the Project.

ARTICLE 2 ARCHITECT/ENGINEER

2.1 DEFINITIONS

- 2.1.1 The term Architect/Engineer, hereinafter "A/E" or "Architect" or "Engineer", shall mean the consulting firm or City Department/Division, or their duly authorized representatives, lawfully licensed to practice in Virginia, that is responsible for the activities specified herein.
- 2.1.2 Although the A/E is referred to throughout the Contract Documents as if singular in number and masculine in gender, A/E includes plural in number and feminine or neuter in gender, as appropriate.

2.2 ARCHITECT/ENGINEER SERVICES

- 2.2.1 The A/E will provide services as described in these General Conditions.
- 2.2.2 The A/E will advise and consult with the Owner. The Owner's instructions to the Contractor may be forwarded through the A/E. The A/E has authority to act on behalf of the Owner only to the extent

provided in the Contract Documents, and the A/E does not have authority to approve a change to the Contract Sum or the Contract Time.

- 2.2.3 The A/E may visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Any visits or inspections by the A/E, any Owner's representative, or any consultant retained by the Owner are solely for the Owner's benefit and shall not confer any rights on Contractor or excuse Contractor from any obligation under the Contract Documents.
- 2.2.4 The A/E will immediately inform the Owner and Contractor whenever, in the reasonable opinion of the A/E, any of the Work is proceeding contrary to the requirements of the Contract Documents and will be unacceptable. Such notification by the A/E is solely for the benefit of the Owner and will not be a cause for the Contractor to claim either delay of the Work or any increase in the Contract Sum or Contract Time.
- 2.2.5 The A/E, the Owner and other governmental representatives shall at all times have access to the Project site and the Work regardless of its stage of progress. The Contractor shall provide facilities for such access so that the A/E, the Owner and other governmental representatives may perform their functions under the Contract Documents.
- 2.2.6 Where applicable, based on the A/E's observations and an evaluation of the Contractor's Applications for Payment, the A/E will recommend the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Article 99, Payments and Completion.
- 2.2.7 The A/E will be an interpreter of the requirements of the Contract Documents. The A/E will render interpretations necessary for the proper execution and progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the A/E for such interpretations. All interpretations of the A/E shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing and/or in the form of drawings.
- 2.2.8 The A/E will recommend to the Owner the rejection of Work that does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.6.2 whether or not such Work be then fabricated, installed or completed.
- 2.2.9 The A/E will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data, Samples and Manuals, but only for conformance with the design concept of the Work and with the information given in the plans, drawings, and specifications. Contractor shall ensure that all submittals are complete and have had included with them all correlated items that the A/E requires for his review. In the A/E's and Owner's sole discretion, the A/E may decline to review partial submittals or submittals for which correlated items have not been included. Contractor shall clearly note, both in a cover letter with any submittal and on the submittal itself, any deviation or inconsistency of anything submitted with the requirements of the Contract Documents. The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The A/E's review and approval is for the sole benefit of the Owner and is not for the benefit of the Contractor. The A/E's review and approval shall in no way excuse Contractor from fully complying with the Contract Documents.
- 2.2.10 The A/E's acceptance of materials or products on behalf of the Owner shall not bar future rejection of such items (a) if they are subsequently found to be defective or inferior in quality or uniformity to the materials or products specified by the Contract Documents, (b) if such materials or products are not as

represented by the Contractor, or (c) if such materials or products do not conform to the requirements of the Contract Documents.

- 2.2.11 As required, the A/E will conduct inspections to assist the Owner in determining the dates of Substantial Completion and Final Completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled and submitted by the Contractor, and will recommend a final Certificate for Payment upon Contractor's full compliance with the requirements of Article 9, Payment and Completion.
- 2.2.12 All claims, disputes, or other matters or questions between the Contractor and Owner arising out of or relating to the A/E's interpretation of the Contract Documents or arising out of any other decisions, communications, or actions of the A/E relating to the performance of the Work shall be resolved as set forth in Article 12, Changes and Modifications in the Work, and Article 13, Claims.
- 2.2.13 In case of the termination of the employment of the A/E, the Owner shall appoint a new A/E, who shall have the same status under the Contract Documents as the former A/E.

ARTICLE 3 OWNER

3.1 *DEFINITION*

- 3.1.1 The Owner is the City of Lynchburg, Virginia ("City"). The term Owner means the Owner or its authorized representative. The Departmental Director, or his designee, is the authorized Owner's representative for this Contract. Notwithstanding the foregoing, the authority of the Owner's representative is subject to the limitations in the Lynchburg Public Procurement Code.
- 3.1.2 The Departmental Director, will designate a single Owner's representative, with the title of Project Manager (PM), who will have the power to act, within the scope of his delegated authority, for and on behalf of the Owner, in accordance with the terms of the Contract Documents.
- 3.1.3 For purposes of any change in the Work, the term "Owner" or "Owner's representative" specifically excludes any and all inspectors having building code or City ordinance responsibilities or jurisdiction under the requirements of the building permit for the Project.

3.2 *INFORMATION POSSESSED BY OWNER*

- 3.2.1 The Owner, as a courtesy, may make available for the Contractor's reasonable review, at the Owner's offices or together with the Contract Documents, certain boring logs, geotechnical, soils and other reports, surveys and analyses pertaining to the Project site. Any such information provided to the Contractor is intended to be for the Contractor's convenience only, and its accuracy and completeness are not guaranteed or warranted by the Owner or the A/E, it being the Contractor's sole responsibility to verify the accuracy and completeness of such information. Such information is not incorporated by reference into or made a part of the Contract Documents.
 - 3.2.1.1 Notwithstanding any information provided by Owner or anyone acting on the behalf of Owner, the Contractor assumes full responsibility for inspection of the site and for the means and methods of construction that he employs when performing the Work. The Owner shall not be liable for any additional work or costs arising as a result of any conclusions reached or assumptions derived by the Contractor from or based upon any such information that the Owner makes available for the Contractor's convenience.

3.3 *OWNER-PAID PERMITS AND FEES*

3.3.1 The Owner will, where applicable, pay for:

.1 Sewer availability fees;

.2 Water availability/meter connection fee;

.3 Electrical, natural gas, telephone, and cable TV permanent installation charges;

.4 Any easements required;

.5 Railroad flagging services; and

.6 Permits for work in Virginia Department of Transportation (VDOT) right-of-way. The Contractor is required to comply with the general requirement for work in the VDOT right-of-way as outlined in the The Manual of Specifications and Standard Details, 2005 for the City of Lynchburg, and the VDOT Manual for this work. Upon completion of all work in the VDOT right-of-way, the VDOT Personnel will conduct an inspection and issue a punch list. The Contractor shall be responsible for completion of those items on the punch list and for obtaining the written release of the permit.

3.3.2 The Contractor's attention is directed to Article 4.7, Contractor-Paid Taxes, Permits, Fees, and Notices, describing other permits to be obtained and fees to be paid by the Contractor.

3.4 OWNER'S RIGHT TO STOP WORK

3.4.1 If the Contractor fails to correct defective Work as required herein or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

3.5 OWNER'S RIGHT TO CARRY OUT THE WORK

3.5.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of Notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, rectify such deficiencies, including without limitation, by performing the Work or having the Work performed by other contractors, as outlined in Section 6.1, Owner's Right to Perform Work and to Award Separate Contracts. In such case, an appropriate Change Order or Change Directive shall be issued by Owner deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the A/E's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

3.5.2 Neither the Owner nor the A/E nor their officers, agents, assigns or employees are in any way liable or accountable to the Contractor or his surety for the method by which Work performed by the Owner or performed by other contractors pursuant to this Article 3.5, or any portion thereof, is accomplished or for the price paid therefore. Notwithstanding the Owner's exercise of its rights under this Article 3.5, the Contractor and its surety shall have sole responsibility to maintain and protect the Work, including without limitation, that portion of the Work performed by or on behalf of Owner pursuant to this Article 3.5.

3.6 *SUSPENSION OF WORK*

- 3.6.1 The Owner shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as the Owner may deem necessary or desirable, in its sole discretion, including without limitation:
- .1 Unsuitable weather;
 - .2 Other conditions considered unfavorable for the suitable prosecution of the Work; and/or
 - .3 Other conditions considered adverse to the best interests of the Owner.
- 3.6.2 Any such suspension shall be made by Owner by written order to the Contractor. The Contractor shall obey immediately such order of the Owner and shall not resume the Work until so ordered in writing by the Owner. The Contractor shall be entitled to an extension of the Contract Time, subject to the provisions of Article 8, Contract Time, herein.
- 3.6.3 No such suspension of the Work shall be the basis of a claim by the Contractor for any increase in the Contract Sum or for any other damages, losses, costs or expenses if the suspension is for a reasonable time under the circumstances then existing and the cause thereof is beyond the control and is without the fault or negligence of the Owner or those acting on Owner's behalf.
- 3.6.4 In the event of suspension of Work, the Contractor will, and will cause his Subcontractors and others providing any of the Work through Contractor to, protect carefully his and their materials and Work against damage or injury from the weather and maintain completed and uncompleted portions of the Work as required by the Contract Documents. If, in the opinion of the Owner, any Work is damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect same, such Work shall be removed and replaced at the expense of the Contractor.

3.7 *USE AND OCCUPANCY PRIOR TO FINAL ACCEPTANCE BY OWNER*

- 3.7.1 The Owner has the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or any portions thereof may, or may not, have expired. The taking of possession and use by the Owner shall be in accordance with the provisions in Article 9.8, Substantial Completion and Guarantee Bond. If such prior use delays the Work, the Contractor may submit a request for a time extension in accordance with the requirements of Article 8, Contract Time.

3.8 *RIGHT TO AUDIT AND PRESERVATION OF RECORDS*

- 3.8.1 The Contractor shall maintain books, records and accounts that completely and accurately account for all of his costs and receipts relating to the Project in accordance with generally accepted accounting principles and practices. The Owner or its authorized representatives shall have the right to review, inspect, audit and/or copy the books, records, accounts and related documents, including without limitation, supporting documents, of the Contractor under any of the following conditions:
- .1 If the Contract is terminated for any reason in accordance with the provisions of these Contract Documents, in order to arrive at equitable termination costs;
 - .2 If the Contractor and the Owner dispute the amount due the Contractor under the terms of this Contract;
 - .3 To check or substantiate any amounts invoiced or paid that are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with

any extras, changes, claims, additions, backcharges, or other, as may be provided for in this Contract; and/or

.4 If it becomes necessary to determine the Owner's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any Claim.

- 3.8.2 These provisions for review, inspection, audit and copying shall give the Owner unlimited access during normal working hours to the Contractor's books, records, accounts and supporting documents under the conditions stated above.
- 3.8.3 The Contractor shall make all his books, records, accounts, and all other documents relating to his costs and receipts under this Contract, including without limitation any supporting documents, available to the Owner and its representatives for review, audit, inspection and copying at any time during the period from entry into this Contract through three years after Final Payment or termination of this Contract, whichever occurs later.
- 3.8.4 Any payments made under this Contract shall not constitute a waiver of the Owner's rights to review, inspect, copy and audit. Payments shall not constitute a waiver or agreement by the Owner that it accepts as correct the billings, invoices or other charges upon which the payments are based. If the Owner's review and audit produces a claim against the Contractor, the Owner may pursue all its legal remedies, even though Owner has made all or part of the payments required by this Contract.
- 3.8.5 If any review or audit by the Owner or the Owner's representatives discloses an underpayment by the Owner, the Owner shall pay any amounts found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor reimburse the Owner for the amount of the overpayment.
- 3.8.6 The Owner's right to review, inspect, audit and copy, and the Contractor's duty as to preservation of records shall terminate at the end of three (3) years after Final Payment or termination of this Contract, whichever occurs later. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all his subcontracts, and he shall require the same to be inserted by all Subcontractors and lower-tier subcontractors in their subcontracts; for any portion of the Work. Should Contractor fail to cause this clause to be included in any such subcontract or lower tier subcontract or otherwise fail to ensure the Owner's rights under this Article 3.8, Contractor shall be liable to Owner for all costs, expenses and attorney's fees that Owner may incur in order to obtain the information that would have otherwise been available to Owner under this Article 3.8, and the absence of such information shall create a presumption in the Owner's favor, which Contractor must overcome with clear and convincing evidence, that the missing information does not support the payment to Contractor or Contractor claim at issue.
- 3.8.7 Review, inspection, audit and copying pursuant to this Article 3.8 may be conducted by the Owner or its authorized representatives.
- 3.8.8 Documents subject to this Article 3.8 shall be made available to Owner and its representatives in whatever formats Owner requests, including without limitation, any electronic formats and/or in paper formats.

3.9 RIGHT TO REVIEW OTHER DOCUMENTS AND MATERIALS

- 3.9.1 In addition to the rights granted to the Owner under Article 3.8, Right to Audit and Preservation of Records or Documents, the Owner shall have the right to inspect, review and copy any and all of the Contractor's records or documents pertaining to or relating in any way to the Work, including, but not limited to, correspondence, memoranda, minutes, reports, intra- and inter-office communications, work papers, estimating sheets, progress reports, forecasts, audio or video recordings, computer disks, e-mails, films, or any other materials, regardless of physical form or characteristics, which were prepared by or in

the possession of, or obtainable by, the Contractor. The Contractor shall make all such documents and records available to the Owner upon ten (10) days Notice to the Contractor of the Owner's intent to inspect and review such documents. The Contractor shall include this "Right to Review Documents and Other Materials" clause in all its subcontracts, and Contractor shall cause the same to be inserted by all Subcontractors and lower-tier subcontractors in their subcontracts for any portion of the Work. The Contractor hereby waives any right he may have to additional compensation or time extensions in the event he fails or refuses to preserve and produce records pertaining to any such claim as requested by the Owner pursuant to this paragraph. In addition, the Owner may withhold all or any portion of any progress payments, which may be otherwise due, in the event Contractor refuses to comply with its obligations under this Article 3.9. The review, inspection and copying of documents and other records under this Article 3.9 may be conducted by the Owner or its authorized representatives.

- 3.9.2 Records and documents subject to this Article 3.9 shall be made available to Owner and its representatives in whatever formats Owner requests, including without limitation, any electronic formats and/or in paper formats.

ARTICLE 4 CONTRACTOR

4.1 *DEFINITION*

- 4.1.1 The Contractor is the person or entity identified in the Contract as such, and is generally referred to throughout the Contract Documents as if singular in number and masculine in gender but includes the feminine and neuter in gender, as appropriate. The term Contractor means the Contractor or his authorized representative.
- 4.1.2 This entire Contract is not one of agency by the Contractor for Owner but one in which the Contractor is engaged independently in the business of providing the services and performing the Work herein described as an independent contractor.

4.2 *REVIEW OF CONTRACT DOCUMENTS*

- 4.2.1 The Contractor shall not perform any portion of the Work at any time without having obtained and carefully reviewed the Contract Documents or, where required, approved Shop Drawings, Product. Data, Samples or Manuals for such portion of the Work.
- 4.2.2 The Contractor shall keep at the Project site at least two (2) copies of the drawings and specifications and shall at all times give the A/E, inspectors, and representatives of the Owner access thereto. Further, said drawings and specifications shall be the approved sets issued to the Contractor by the appropriate City permit agencies

4.3 *CONTRACTOR'S REPRESENTATIONS*

By entering into this Contract with the Owner, the Contractor represents and warrants the following, together with all other representations and warranties in the Contract Documents

- 4.3.1 That he is experienced in and competent to perform the type of work required and to furnish the plant, materials, supplies or equipment to be so performed or furnished by him;
- 4.3.2 That he is financially solvent, able to pay his debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required by the Contract Documents;
- 4.3.3 That he is familiar with all federal, state, and local government laws, ordinances, permits, regulations and resolutions that may in any way affect the Work or those employed therein;

- 4.3.4 That such temporary and permanent Work required by the Contract Documents which is to be done by him will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property;
- 4.3.5 That he has carefully examined the Contract Documents and the site of the Project and the Work and that from his own investigations, he has satisfied himself and made himself familiar with: (1) the nature and location of the Work, (2) the character, quality and quantity of materials likely to be encountered, including, but not limited to, all structures and obstructions on or at the project site, both natural and man-made; (3) the character of equipment and other facilities needed for the performance of the Work, (4) the general and local conditions, including without limitation its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (5) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (6) all other matters or things which could in any manner affect the performance of the Work;
- 4.3.6 That he will fully comply with all requirements of the Contract Documents;
- 4.3.7 That he will perform the Work consistent with good workmanship, sound business practice, and in the most expeditious and economical manner consistent with the best interests of the Owner;
- 4.3.8 That he will furnish efficient business administration, an experienced superintendent, and an adequate supply of workmen, equipment, tools and materials at all times;
- 4.3.9 That he will complete the Work within the Contract Time;
- 4.3.10 That his Contract Sum is based upon the labor, materials, systems and equipment required by the Contract Documents, without exception; and
- 4.3.11 That he has satisfied himself as to the feasibility and correctness of the Contract Documents for the construction of the Work.

4.4 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.4.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract; subject, however, to the Owner's right to reject means and methods proposed by the Contractor which are unsafe or otherwise not in compliance with the Contract Documents.
- 4.4.2 The Contractor shall be responsible to the Owner for the acts and omissions of Contractor's employees, Subcontractors and sub-subcontractors, suppliers, their agents and their employees, and of any other persons providing any of the Work through Contractor, and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 4.4.3 The Contractor understands and agrees that he shall not be relieved of his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner or the A/E in their administration of the Contract or by inspections, tests, or approvals required or performed under Article 7 by persons other than the Contractor.
- 4.4.4 Before starting a section of the Work, the Contractor shall carefully examine all preparatory work that has been executed by others to receive his Work to see that it has been completed. He shall check carefully,

by whatever means are required, to ensure that his Work and adjacent, related work will finish to proper quality, contours, planes, and levels.

- 4.4.5 The Contractor understands and agrees that the Owner and A/E will not have any liability for or any responsibility to exercise any control over construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner and the A/E will not have any liability for or any responsibility to exercise any control over the acts or omissions of the Contractor, Subcontractors, sub-subcontractors or any of their agents or employees, or any other persons performing any of the Work.
- 4.4.6 The Contractor shall use no plant, equipment, materials, or persons for this Work to which the Owner objects.
- 4.4.7 The Contractor shall not remove any portion of the Work or stored materials from the site of the Project without the Owner's prior, written approval.

4.5 LABOR, MATERIALS AND EQUIPMENT

- 4.5.1 The Contractor shall furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the Work, and will perform all other obligations imposed on him by the Contract Documents. Final payment will not be made until the Work is so completed.
- 4.5.2 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 4.5.3 Work, materials, and equipment which are necessary in the construction but which are not specifically referred to in the specifications or shown in the drawings but implied by the Contract Documents shall be furnished by the Contractor at his own cost and expense. Such work and materials shall correspond with the general character of the Work as may be determined by the A/E subject to review as provided in Article 2.2.11.
- 4.5.4 The Contractor shall perform at least that percentage of the Work specified in the Contract to be Contractor self performed with forces that are in the direct employment of the Contractor. The Contractor shall submit to the Owner within thirty (30) days after award of the Contract a designation of the Work to be performed by the Contractor with his own forces. The percentage of the Work to be performed under subcontract shall be calculated by adding the amounts of all subcontracts and dividing this sum by the total Contract Sum.
- 4.5.5 The Contractor shall at all times enforce strict discipline, safety and good order among all persons providing any of the Work through him and shall not cause or allow to be used for the Work any unfit person or anyone not skilled in the task assigned to him. If any person providing any of the Work through the Contractor shall appear to the Owner to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately, at the request of the Owner, and shall not provide any of the Work except on written consent of the Owner.
- 4.5.6 No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage, or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

- 4.5.7 The Contractor shall provide approved and adequate sanitary accommodations. All wastes shall be covered, disinfected, incinerated or otherwise disposed of legally.
- 4.5.8 All equipment, apparatus and/or devices of any kind to be incorporated into the Work that are shown or indicated on the drawings or called for in the specifications or required for the completion of the Work shall be entirely satisfactory to the Owner as regards operation, capacity and/or performance. No approval, either written or verbal, of any drawings, descriptive data or samples of such equipment, apparatus, and/or device shall relieve the Contractor of his responsibility to turn over the same in good working order for its intended purpose at the completion of the Work in complete accordance with the Contract Documents. Any equipment, apparatus and/or device not fulfilling these requirements shall be removed and replaced by Contractor with proper and acceptable equipment, apparatus, and/or device, or put in good working order satisfactory to the Owner by Contractor without additional cost to the Owner.

4.6 WARRANTY

- 4.6.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 13, Uncovering and Correction of Work.
- 4.6.2 The Work included in this Contract is specified in the Contract Documents. The Contractor shall be required to complete the Work specified and to provide all items needed for construction of the Work, complete and in good order.

4.7 CONTRACTOR-PAID TAXES, PERMITS, FEES AND NOTICES

- 4.7.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. Taxes to be paid by the Contractor shall include, but shall not be limited to, the Lynchburg City Business, Professional and Occupational License Tax (a gross receipts tax).
- 4.7.2 Except as provided in Article 3.3, Owner-Paid Permits and Fees, the Contractor will be responsible for obtaining and paying for all other fees, permits and licenses necessary for the proper execution of the Work, including but not limited to:
- .1 Building Permit and inspections (City fees waived);
 - .2 Plumbing, Electrical, Mechanical Permits and inspections (City fees waived);
 - .3 Temporary water meter, temporary electrical and telephone installations and temporary utility usage;
 - .4 Temporary security lighting;
 - .5 All other permits necessary in order to perform the Work shall also be secured by the Contractor, and fees necessary in order to perform the Work shall be paid by him as part of this Contract at no additional cost to the Owner.

4.7.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, codes, permits, resolutions and lawful orders of any public authority bearing on the performance of the Work; including but not limited to OSHA, Title 40.1 Labor and Employment Chapter 3 of the Code of Virginia, and Title VII of the Civil Rights Act of 1964, as amended. All safety violations shall be corrected immediately upon receipt of notice of violation.

4.8 COMPLIANCE

4.8.1 All demolition and excavation shall comply with all laws, ordinances, rules and regulations, and lawful orders of public authority, including without limitation, those for the prevention of accidents as issued by the Department of Labor and Industry of the Commonwealth of Virginia.

4.8.2 To the extent of the Work indicated in the Contract Documents, the Contractor shall comply and the construction shall conform with all applicable and current editions or revisions of the following codes, specifications and standards. In case of conflict, the order of precedence shall be as hereinafter listed:

.1 Lynchburg Public Procurement Code;

.2 Contract Documents;

.3 The Virginia Uniform Statewide Building Code ("USBC"), as amended including, without limitation, The International Building Code ("IBC") and other codes incorporated by the USBC and IBC); and

.4 The Virginia Department of Transportation Road and Bridge Specifications and the Road Designs and Standards.

4.8.3 If the Contractor (or any person in a contract with the Contractor relating to the Work) finds an error, inconsistency, omission, ambiguity, discrepancy, conflict or variance in the Contract Documents, or between the Contract Documents and any provisions of law, ordinance, rule, or regulations or any of the codes, specifications and standards set forth in 4.8.2 herein, the Contractor has the obligation to promptly seek in writing a clarification thereof from the A/E, with a copy to the Owner, prior to the time of beginning any of the Work that is affected by such error, inconsistency, omission, ambiguity, discrepancy, conflict or variance. The Owner will welcome such a clarification request, and, if deemed necessary by the Owner, the Owner will issue a written instruction clarifying the matter in question. If the Contractor feels that the written clarification requires additional work, the Contractor shall follow the change process in Article 12, Changes and Modifications in the Work.

Should the Contractor fail to seek such a clarification thereof immediately upon the discovery of the need therefor, prior to the time the said Work is performed, the Contractor thereby assumes all risk of loss related to such error, inconsistency, ambiguity, discrepancy, conflict or variance which the Contractor (and any person in contract with Contractor relating to the Work) knew or should have known, using a normal, professional standard of care, existed prior to the time the Work was performed.

4.8.4 Any material or operation specified by reference to publications, or published specifications of a manufacturer, a society, an association, a code, or other published standard, shall comply with the requirements of the referenced document which is current on the date of receipt of bids. If the Contractor observes that any of the Contract Documents are at variance with any such referenced publications, codes, published specifications, or published standards in any respect, he shall promptly notify the A/E in writing, with a copy to the Owner. The A/E will make such judgments as are necessary and notify the Contractor prior to the performance of the Work.

- 4.8.5 If the Contractor performs any Work contrary to any law, code, ordinance, regulation, publication, standard, permit, rule, regulation or resolution, he shall assume full responsibility therefore and shall bear all costs attributable thereto.
- 4.8.6 The Contractor is responsible for locating all underground structures such as water, oil and gas mains, water and gas services, storm and sanitary sewers and telephone and electric conduits that may be encountered during construction. The Contractor shall have Miss Utility locate all utilities on the site within the area of the Work and shall dig test holes, to determine the position of the underground structures. The Contractor shall pay the cost of digging test holes and likewise he shall pay the cost of the services of the representatives of the owners of such utilities for locating the said utilities. The cost of determining the location of any and all utilities is to be included in the bid price. The Owner shall pay the owners of such utilities for fees or charges for relocation of gas, electric, telephone, cable or other lines and/or services indicated to be relocated by others.
- 4.8.7 If utilities are marked which are not shown on the plans, the Contractor shall immediately give Notice to the Owner and the A/E of such finding. The Owner and A/E shall provide a direction to the Contractor within a reasonable period of time if additional work is required as a result of the finding. If the Contractor believes that it requires additional work, the Contractor shall follow the change process in Article 12, Changes and Modifications in the Work.

4.9 ALLOWANCES

- 4.9.1 The Special Conditions, if any, will contain provisions for allowances, if applicable to this Contract.

4.10 SUPERINTENDENT

- 4.10.1 The Contractor shall employ and have present at the Project site a competent Superintendent and any necessary assistants to ensure adequate supervision of the Work. The Superintendent shall have full authority to represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor.
- 4.10.2 Such Superintendent shall be acceptable to the Owner and shall be one who will be continued in that capacity for duration of this Project, unless he ceases to be on the Contractor's payroll. The Superintendent shall not be employed on any other project during the performance of this Contract.

4.11 CONSTRUCTION SCHEDULE

- 4.11.1 The Contractor shall, within twenty (20) days after issuance of the Notice of Award, prepare and submit to the A/E and Owner for review, a reasonably practicable and feasible Construction Schedule, showing the method by which the Contractor will comply with Completion Date requirements as set forth in the Contract. Unless otherwise agreed in writing by Owner or indicated in the specifications, the Construction Schedule shall use the Critical Path Method ("CPM") and an industry-standard computer software program, such as Primavera, acceptable to Owner and A/E, and shall be provided in electronic and paper format. The Construction Schedule shall show in detail how the Contractor plans to execute and coordinate the Work. The Contractor shall use this schedule in the planning, scheduling, direction, coordination and execution of the Work. The Construction Schedule shall encompass all of the work of all trades necessary for construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-to-day basis. The Owner and A/E shall each be provided with a copy of all schedules, updates, reports and other documentation required herein, which shall be suitable for reproduction by the Owner, and, unless otherwise agreed by Owner, shall be in electronic and paper format. When required to assist the A/E with Project staffing requirements for the following week, the Contractor shall provide the A/E, on each Friday, with a detailed work schedule for the following week. The Contractor shall provide the A/E with at least a seventy-two (72) hour notice for the following

items: (1) All traffic lane changes, (2) Work ready for inspection or testing, (3) _____. The Contractor may be charged for additional costs of inspection when material and workmanship are found to not be ready for inspection or testing at the time the Contractor calls for inspection or testing.

- 4.11.2 It is the sole responsibility of the Contractor to prepare, maintain, update, revise and utilize the Construction Schedule as outlined in this Article 4.11, Construction Schedule. The Construction Schedule shall be the sole overall schedule utilized by the Contractor in managing this Project; provided, however, that Contractor may, at its option, employ and utilize other schedules based upon and consistent with the Construction Schedule. In general, it is the intent of this paragraph 4.11.2 to allow the Contractor to choose its own means, methods and construction procedures consistent with good practice and the Contract Documents.
- 4.11.3 If the Contractor should express an intention to complete the Work earlier than any required Milestone or Completion Date, including without limitation, in any schedule, the Owner shall not be liable to the Contractor for any delay or associated extra costs based upon the Contractor being unable to complete the Work before such earlier date. The duties, obligations and warranties of the Owner to the Contractor apply only to the completion of the Work on the Milestone and Completion Dates required by the Contract Documents and do not apply to early completion.
- 4.11.4 Submission to the Owner of the Construction Schedule is advisory only, does not satisfy any requirement for any notice required by the Contract Documents or the Lynchburg Public Procurement Code, and such submission shall not relieve the Contractor of the responsibility for accomplishing the Work within each and every required Milestone and Completion Date. Omissions and errors in the approved Construction Schedule shall not excuse performance that is not in compliance with the Contract Documents. Submission to the Owner and/or A/E in no way makes the Owner and/or A/E an insurer of the Construction Schedule's success or makes Owner and/or the A/E liable for time or cost overruns flowing from the Construction Schedule's shortcomings. The Owner hereby disclaims any obligation or liability by reason of Owner and/or A/E approval or failure to object to the Construction Schedule, and any such approval or failure to object shall not be considered an admission by the Owner that the Construction Schedule was reasonably practicable or feasible.
- 4.11.5 Contractor shall consult with and obtain information from principal Subcontractors necessary in preparation of the Construction Schedule, and for updates and revisions required therein. Contractor shall provide each principal Subcontractor with copies of the Construction Schedule and any revisions or updates affecting that Subcontractor's work. Contractor shall hold appropriate progress meetings with Subcontractors and shall direct and coordinate the work of Subcontractors consistent with and as required herein. Owner shall have the right to attend Subcontractor progress meetings but shall not be required to participate in such meetings or provide information to Subcontractors, except through the Contractor. Contractor shall keep up-to-date minutes of subcontractor progress meetings and shall provide same to Owner. The Contractor shall ensure that each Subcontractor, sub-subcontractor or supplier acknowledges and accepts the requirements of the Construction Schedule relating to their part of the Work.
- 4.11.6 If Contractor's Construction Schedule indicates that Owner, the A/E, or a separate contractor is to perform an activity by a specific date, or within a certain duration, Owner, the A/E, or any separate contractor shall not be bound to said date or duration unless Owner expressly and specifically agrees in writing to the same. The Owner's and/or A/E's overall review and acceptance or approval of the schedule does not constitute an agreement to specific dates or durations for activities of the Owner, A/E, or any separate contractor.
- 4.11.7 The Contractor's Superintendent shall maintain at the Project site a current, updated Construction Schedule, indicating actual monthly progress for those portions of the Project on which Work has been or is being performed.

- 4.11.8 If an extension or contraction of any Milestone or Completion Date is authorized by any Change Order, the Contractor shall revise his Construction Schedule, Milestone and Completion Dates accordingly.
- 4.11.9 If, in the opinion of the Owner, the Construction Schedule does not accurately reflect the actual progress and sequence of the Contractor's performance of the Work, the Contractor shall revise the Construction Schedule, upon the Owner's request, and submit a revised Construction Schedule that accurately represents the progress and sequence of the Contractor's performance of the Work.
- 4.11.10 Contractor shall submit to the Owner the name of any scheduling consultant that Contractor may select or retain, prior to using such consultant. Contractor shall not utilize any particular scheduling consultant over the reasonable objection of the Owner to that consultant.
- 4.11.11 Contractor covenants, warrants, and guarantees that Contractor will not:
- .1 Misrepresent to Owner its planning and scheduling of the Work;
 - .2 Utilize schedules materially different from those made available to the Owner or any subcontractors for the direction, execution and coordination of the Work, or which are not feasible or realistic;
 - .3 Prepare schedules, updates, revisions or reports that do not accurately reflect Contractor's actual intent or Contractor's reasonable and actual expectations as to:
 - (a) The sequences of activities,
 - (b) The duration of activities,
 - (c) The responsibility for activities,
 - (d) Resource availability,
 - (e) Labor availability or efficiency,
 - (f) Expected weather conditions,
 - (g) The value associated with the activity,
 - (h) The percentage complete of any activity,
 - (i) Completion of any item of work or activity,
 - (j) Project completion,
 - (k) Delays, slippages, or problems encountered or expected,
 - (l) Subcontractor requests for time extension, or delay claims of subcontractors, and
 - (m) If applicable, the float time available.
- 4.11.12 Contractor's failure to substantially comply with the foregoing covenants, warranties and guarantees of paragraph 4.11.11 shall be a substantial and material breach of contract which will permit Owner to terminate Contractor for default; or withhold payments under the Contract Documents; and shall entitle Owner to the damages afforded by these Contract Documents or applicable law.

- 4.11.13 Should Contractor fail to substantially comply with the provisions of the Contract Documents relating to scheduling and execution of the Work by the overall Construction Schedule, Owner shall have the right, at its option, to retain the services of scheduling consultants or experts (including attorneys if necessary in the opinion of the Owner) to prepare schedules, reports, updates and revisions of the schedule in accordance with the Contract Documents and to review and analyze same, in order to allow Owner and the A/E to evaluate the progress of the Work by Contractor, to determine whether Contractor is substantially complying with the Contract Documents, and to direct such action by the Contractor, as permitted by the Contract Documents, as required to ensure, under the Owner's schedule prepared hereunder, that Contractor will complete the Work within the Contract Time. All costs and expenses and fees incurred by Owner in exercising its rights hereunder shall be charged to Contractor's account. If Contractor fails to substantially comply with the scheduling and execution of the Work requirements of the Contract Documents, Contractor hereby agrees, in such instance, to comply with such Owner-prepared schedules, if any, or directions, activity sequences and durations as Owner may reasonably require, without additional cost to the Owner (subject only to cost adjustments for such changes in the Work as Owner may direct), to ensure completion within the Contract Time.
- 4.11.14 The Construction Schedule shall be utilized by Owner, A/E and Contractor for submission, review and approval of monthly Payment Requests. The schedule must be updated by Contractor monthly with each progress payment application and submitted to the Owner and A/E for review with the progress payment application. Owner shall not be required to process and review Contractor's Application for Payment if Contractor has failed or refused to provide the scheduling update information required herein.
- 4.11.15 The type of schedule to be utilized on this Project, along with its particular elements, shall be as specified in the Contract Documents.

4.12 RESPONSIBILITY FOR COMPLETION

4.12.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified in the Contract. If the Owner notifies the Contractor that it has become apparent that the Work will not be completed within required Milestone or Completion Dates and such is not due solely to circumstances for which Contractor has established entitlement to an extension to the Contract Time, the Contractor agrees that it will assume full responsibility to take some or all of the following actions, at no additional cost to the Owner (except for circumstances beyond the Contractors' control), in order to ensure, in the opinion of the Owner, that the Contractor will comply with all Milestone and Completion Date requirements:

- .1 Increase manpower, materials, crafts, equipment and facilities;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and
- .3 Reschedule activities to achieve maximum practical concurrency of accomplishment of activities.

Failure of the Owner to notify the Contractor of the apparent delay shall not relieve Contractor of the obligation to finish the Work within the required Milestone or Completion date.

4.12.2 If the actions taken by the Contractor to remedy delays not due solely to circumstances for which Contractor has established entitlement to a time extension are not satisfactory, the Owner may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and

Completion Dates, without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

- 4.12.3 If, in the opinion of the Owner, the actions taken by the Contractor pursuant to this Article or the progress or sequence of Work are not accurately reflected on the Construction Schedule, the Contractor shall revise such schedule to accurately reflect the actual progress and sequence of Work.
- 4.12.4 Failure of the Contractor to substantially comply with the requirements of this Article is grounds for a determination by the Owner, pursuant to Article 15, Termination Of The Contract, that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.
- 4.12.5 The Owner may, at its sole discretion and for any reason, including when it is apparent to the A/E or Owner that the Work will not be completed within the required Milestone or Completion Dates, require the Contractor to accelerate the Construction Schedule by providing overtime, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Owner provide overtime, Saturday, Sunday, and/or holiday work. If the Owner requires overtime, Saturday, Sunday or holiday work by the Contractor's or his Subcontractor's own forces, and such requirement is not related in any way to the Contractor's apparent inability to comply with Milestone and Completion Date requirements, the Owner shall reimburse the Contractor for the direct cost to the Contractor of the premium time for all labor utilized by the Contractor in such overtime, Saturday, Sunday or holiday work (but not for the straight time costs of such labor), together with any Social Security and State or Federal unemployment insurance taxes in connection with such premium time. However, no overhead supervision costs, commissions, profit or other costs and expenses shall be payable in connection therewith.
- 4.12.6 This provision does not eliminate the Contractor's responsibility to comply with the City's noise ordinances, all VDOT permit requirements, and all other applicable laws, regulations, rules, ordinances, resolutions, and permit requirements.

4.13 DOCUMENTS AND SAMPLES AT THE SITE

- 4.13.1 The Contractor shall, at the Owner's direction, maintain at the site for the Owner one record copy of all drawings, specifications, addenda, Change Orders and other Modifications, and Field Orders in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data, Samples and Manuals. These shall be available to the A/E. These shall be delivered to the Owner upon completion of the Work.

4.14 SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND MANUALS

- 4.14.1 SHOP DRAWINGS are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 4.14.2 PRODUCT DATA are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- 4.14.3 SAMPLES are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 4.14.4 MANUALS are manufacturer's installation, start-up, operating, maintenance and repair instructions, together with parts lists, pictures, sketches and diagrams that set forth the manufacturer's requirements, for the benefit of the Contractor and the Owner.

- 4.14.5 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Samples and Manuals required by the Contract Documents.
- 4.14.6 By approving and submitting Shop Drawings, Product Data, Samples and Manuals, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

Parts and details not fully indicated on the contract drawings shall be detailed by the Contractor in accordance with standard engineering practice. Dimensions on the drawings, as well as detailed drawings themselves, are subject in every case to measurements of existing, adjacent, incorporated and completed Work, which shall be taken by the Contractor before undertaking any Work dependent on such data.

- 4.14.7 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner or A/E's approval of Shop Drawings, Product Data, Samples or Manuals under Article 2, Architect/Engineer unless the Contractor has specifically informed the Owner and A/E in writing of such deviation at the time of submission and the Owner has given specific written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples or Manuals by the A/E's approval thereof.
- 4.14.8 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner or A/E on previous submittals.

No portion of the Work requiring submission of Shop Drawings, Product Data, or Samples shall commence until the submittal has been approved by the Owner and A/E as provided in Article 2, Architect/Engineer. All such portions of the Work shall be in accordance with approved submittals.

- 4.14.9 For substances that are proposed for use in the Project that may be hazardous to human health, the Contractor shall submit to the A/E, for information only, information on precautions for safely using these substances, including Material Safety Data Sheets and certification of registration by the Contractor with authorities under the respective Virginia and Federal Toxic Substances Control Acts.
- 4.14.10 Unless otherwise modified by the Owner in writing, the Contractor shall label or stamp and number all Shop Drawings, Product Data, Samples or Manuals as prescribed by the Project Manager.
- 4.14.11 The Contractor shall submit a copy of each submittal, including the transmittal sheet (for shop drawings, product data, samples or manuals) to the Owner simultaneously with the Contractor's submission of said drawings, data, samples or manual packages to the A/E.

4.15 EQUAL PRODUCTS:

- 4.15.1 The term "Product" as used in the Contract Documents refers to materials, equipment, supplies, articles, fixtures, devices, types of construction, or products, as appropriate.
- 4.15.2 All products furnished shall, whenever specified and otherwise wherever practicable, be the standard products of recognized, reputable manufacturers. If the manufacturer cannot make scheduled delivery of an approved item, the Contractor may request approval of the A/E to use another brand, make, manufacturer, article, device, product, material, fixture, form or type of construction which the Contractor judges to be equal to that specified. An item need not be considered by the A/E for approval as equal to the item so named or described unless it (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the specific function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with

deviations, to the detailed requirements for the item in the specifications. Approval shall be at the sole discretion of the A/E and will be based upon considerations of quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the project. Any such approval must be in writing to be effective, and the decision of the A/E shall be final.

4.15.4 To obtain such approval of equal products other than those specified in Contract Documents, and not previously approved during the bidding, the Contractor's request for approval of any equal product shall include the following:

- .1 Complete data substantiating compliance of the proposed equal product with the Contract Documents;
- .2 Accurate cost data on proposed equal product in comparison with product or method specified;
- .3 Product identification including manufacturer's name, address, and phone number;
- .4 Manufacturer's literature showing complete product description, performance and test data, and all reference standards;
- .5 Samples and colors in the case of articles or products;
- .6 Name and address of similar projects on which the product was used and date of installation;
- .7 All directions, specifications, and recommendations by manufacturers for installation, handling, storing, adjustment, and operation.

4.15.5 The Contractor shall also submit with his request for approval a statement which shall include all of the following representations by the Contractor, namely that:

- .1 He has investigated the proposed equal product and determined that it is equal or better in all respects to that specified and that it fully complies with all requirements of the Contract Documents;
- .2 He will meet all contract obligations with regard to this substitution;
- .3 He will coordinate installation of accepted equal products into the work, making all such changes and any required schedule adjustments, at no additional cost to the Owner, as may be required for the Work to be complete in all respects;
- .4 He waives all claims for additional costs and additional time related to equal products. He also agrees to hold the Owner harmless from claims for extra costs and time incurred by subcontractors and suppliers, or additional services which may have to be performed by the A/E, for changes or extra work that may, at some later date, be determined to be necessary in order for the Work to function in the manner intended in the Contract Documents;
- .5 He will provide the same warranty and guarantee, and perform any work required in accordance therewith, for the equal product that is applicable to the specified item for which the equal product is requested;
- .6 Material will be installed, handled, stored, adjusted, tested, and operated in accordance with the manufacturers' recommendation and as specified in the Contract Documents;

- .7 In all cases, new materials will be used unless this provision is waived in writing by, the Owner or unless otherwise specified in the Contract Documents;
 - .8 All material and workmanship will be in every respect, in accordance with that which in the opinion of the Owner, is in conformity with approved modern practice; and
 - .9 He has provided accurate cost data on the proposed equal product in comparison with the product or method specified, if applicable.
- 4.15.6 The Owner may require tests of all products proposed as equal products so submitted to establish quality standards, at the Contractor's expense. After approval of an equal product, if it is determined that the Contractor submitted defective information or data regarding the equal product upon which Owner's approval was based, and that unexpected or unanticipated redesign or rework of the Project will be required in order to accommodate the equal product, or that the item will not perform or function as well as the specified item for which equal product was requested, the Contractor will be required to furnish the original specified item or request approval to use another equal product. The Contractor shall pay all costs, expenses or damages associated with or related to the unacceptability of such an equal product and the resultant utilization of another item, and no time extension shall be granted for any delays associated with or related to such an equal product.
- 4.15.7 Equal products will not be considered for approval by the Owner if:
- .1 The proposed equal product is indicated or implied on the Contractor's shop drawing or product data submittals and has not been formally submitted for approval by the Contractor in accordance with the above-stated requirements; or
 - .2 Acceptance of the proposed equal product will require substantial design revisions to the Contract Documents or is otherwise not acceptable to the Owner.
- 4.15.8 Except as otherwise provided for by the provisions of any applicable laws, the Contractor shall not have any right of appeal from the decision of the Owner disapproving any products submitted if the Contractor fails to obtain the approval for an equal product under this Article.
- 4.15.8 If the Contractor proposes a product which the Owner determines is not equal to the product named in Contract Documents but which the Owner nevertheless is willing to accept, Contractor shall provide, upon request by the Owner, an itemized comparison of the proposed substitution with the product specified and the cost differential which shall be credited to the Owner in a Change Order issued in accordance with Article 12, Changes and Modifications in the Work.

4.16 USE OF SITE

- 4.16.1 The Contractor shall confine his operations at the site to areas permitted by law, ordinances, permits, easements, right-of-way agreements and the Contract Documents. The Contractor shall not unreasonably encumber the site, in the opinion of the Owner, with any materials, equipment or trailers, nor shall Contractor block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or properties, storage areas, areas of other facilities that are adjacent to the worksite. If the Contractor fails or refuses to move said material, equipment or trailers within 24 hours of Notice by the Owner to so do, the Owner shall have the right, without further Notice, to remove, at the Contractor's expense, any material, equipment and/or trailers which the Owner deems are in violation of this paragraph.

4.17 CUTTING AND PATCHING OF WORK

- 4.17.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work and to make its several parts fit properly and in accordance with the Contract Documents.
- 4.17.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work; or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor Contractor's consent to cutting or otherwise altering the Work. The Owner shall not be required to accept Work with a cut, splice, or patch when such cut, splice or patch is not generally accepted practice for the particular work involved or is otherwise unworkmanlike in the opinion of the Owner.

4.18 SITE CLEAN UP

- 4.18.1 The Contractor at all times shall keep the Project site and adjacent areas free from accumulation of waste materials or rubbish caused by his operations. Before final payment is made, the Contractor shall remove all of his waste materials, rubbish, scrap materials, debris, tools, construction equipment, machinery, surplus materials, falsework, temporary structures, including foundations thereof and plant of any description, from the Project site and put the site in a neat, orderly condition.
- 4.18.2 If the Contractor fails to clean up as required herein at any time during the performance of the Work or at the completion of the Work, the Owner may, upon 24 hours notification, clean up the site at the Contractor's expense.

4.19 PATENTS, ROYALTIES, ETC.

- 4.19.1 The Contractor guarantees to save harmless the Owner, its officers, agents, servants and employees from liability of any kind or nature, including without limitation, cost, expense and attorney's fees, on account of suits and claims of any kind for violation or infringement of any patents or patent rights by the Contractor, or by anyone directly or indirectly employed by him, or by reason of the use of any art, process, method, machine, manufacture, or composition of matter patented or unpatented in the performance of this Contract in violation or infringement of any letter or rights. The Contractor agrees to pay all royalties, fees, licenses, etc. required in respect of the Work or any part thereof as part of his obligations hereunder without any additional compensation.

4.20 INDEMNIFICATION

- 4.20.1 It is hereby mutually covenanted and agreed that the relation of the Contractor to the Work to be performed by him under this Contract shall be that of an independent contractor and that as such he will be responsible for all damages, loss or injury, including death, to persons or property that may arise or be incurred in or during the conduct and progress of said work as the result of any action, omission or operation under the Contract or in connection with the Work, whether such action, omission or operation is attributable to the Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by any of them. The Contractor shall make good any damages that may occur in consequence of the Work or any part of it. The Contractor shall assume all liability, loss and responsibility of whatsoever nature by reason of his neglect or violation of any federal, state, county or local laws, regulations, codes or ordinances.
- 4.20.2 The Contractor shall indemnify, hold harmless and defend the Owner, its employees, agents, servants and representatives from and against any and all claims, suits, demands, actions (regardless of the merits thereof) and damages of whatever nature arising out of or resulting from the performance of the Work or

the failure to perform the Work, including without limitation, jurisdictional labor disputes or other labor troubles that may occur during the performance of the Work.

- 4.20.3 The indemnification obligations under this Article shall not be affected in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 4.20.4 The obligations of the Contractor under this Article 4.20 shall not extend to the actions or omissions of the A/E, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.
- 4.20.5 The obligations of the Contractor under this Article 4.20 shall not extend to the proportion of damages, loss or injury, including death, to persons or property that may arise or be incurred as the result of any action, omission or operation of the Owner, or Owner's separate contractor(s), and their employees, agents, servants, and/or representatives.

4.21 NON-DISCRIMINATION IN EMPLOYMENT

4.21.1 During the performance of this Contract, the Contractor agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- .2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- .3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- .4 The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.21.2 DRUG-FREE WORKPLACE REQUIRED:

As required by section 2.2-4312 of the Code of Virginia during the performance of the Contract, Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Article 4.21, "drug-free workplace" means a site for the performance of Work done in connection with this Contract where Contractor's employees are prohibited from engaging in the unlawful

manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

4.22 CONTRACT SECURITY

- 4.22.1 The Contractor shall deliver to the Owner, within ten (10) working days from Notice of Award, two (2) originals of a Performance Bond and a separate Labor and Material Payment Bond, in a form acceptable to the Owner, and each in an amount required by the Contract Documents and the Virginia Public Procurement Act, as security for the faithful performance of the Contract, and the payment of all persons performing labor and furnishing materials in connection with this Contract. The City will not issue Notice to Proceed until the bonds are received. The amount of the Performance and Payment Bonds shall be increased to the same extent the Contract Sum is increased due to Modifications. The form of bonds shall be acceptable to the Owner, and the surety shall be such surety company or companies as are acceptable to the Owner and as are authorized to transact business in the Commonwealth of Virginia. The cost of such bonds shall be included in the Contractor's bid amount.
- 4.22.2 The bonds shall irrevocably obligate the Contractor and surety to the full amount of the bonds unless and until all of Contractor's obligations under the Contract Documents have fully been fulfilled.
- 4.22.3 If, at any time, any surety or sureties for any bond relating to the Work becomes insolvent or is determined by the Owner to be unable to adequately secure the interest of the Owner, the Contractor shall, within (30) days after Notice from the Owner to do so, substitute an acceptable bond(s) in such form and sum and with such other sureties as obligors as may be satisfactory to the Owner. The premiums on such bond(s) shall be paid by the Contractor.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform or supply any of the Work at the site. Subcontractor means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor performing work pursuant to Article 6 or his subcontractors.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform or supply any of the Work at the site. The term Sub-subcontractor includes a Sub-subcontractor or an authorized representative thereof.
- 5.1.3 The A/E will not deal directly with any Subcontractor or Sub-subcontractor or materials supplier. Subcontractor, Sub-subcontractors or material suppliers shall route requests for information or clarification through the Contractor to the A/E, with a copy to the Owner.

5.2 AWARD OF SUBCONTRACT AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 The Contractor shall submit to the Owner with a copy to the A/E prior to the award of any subcontract for Work under this Contract and thirty (30) calendar days after the award of this Contract, the names of the suppliers of principal items, systems, materials, and equipment proposed for the Work; the names and addresses, business and emergency phones of the Subcontractors which he proposes to employ under this Contract, as well as such other information as may be requested by the Owner. The Owner will review each Subcontractor and supplier based upon his apparent financial soundness and responsibility, his known or reported performance on previous similar work, and his available plant, equipment and personnel to perform the Work. The Contractor shall not employ a

Subcontractor or supplier to whom the Owner reasonably objects. The Owner's objection to a proposed Subcontractor or supplier shall not affect the Contract Sum.

5.2.2 The Contractor shall make no substitutions for any Subcontractor, person or entity previously selected unless first submitted to the Owner for review and approval.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract Documents, assumes toward the Owner and the A/E. Said agreement shall preserve and protect the rights of the Owner and the A/E under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contracts Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of all of the Contract Documents, and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Contract Documents available to his Sub-subcontractor's. Each subcontract agreement shall insure that all appropriate provisions of the Contract Documents are complied with by the Subcontractor.

5.3.2 The provisions herein regarding the City's reasonable objection to any Subcontractor shall in no way affect the liability of the Contractor to Owner regarding performance of all obligations by or payment of Subcontractors. The City's failure to object to any given Subcontractor shall not relieve the Contractor of his obligation to perform or have performed to the full satisfaction of the Owner all of the work required by this Contract.

5.3.3 Neither this article nor any other provision of the Contract Documents shall be deemed to make the Owner a joint venture or partner with the Contractor or to place the Subcontractor and materialmen in privity of contract with the Owner.

5.4 QUALIFICATION SUBMITTALS

5.4.1 Specific qualification submittals may be required of the Contractor, Subcontractors, installers and suppliers for certain critical items of the Work. Required qualification submittals are set forth in detail in the Instruction to Bidders and shall be provided, collected and submitted by the Contractor to the A/E with copies to the Owner. All information required of a single Subcontractor, installer or supplier shall be contained in a single, complete submittal. The Contractor shall submit the required qualification information within ten (10) days after receipt of the Owner's request.

5.4.2 The Owner may reject any proposed Subcontractor, installer or supplier, or any qualification submittals related thereto, for the following reasons:

- .1 The Contractor's failure to submit requested information within the specified time; or
- .2 The Contractor's failure to provide all of the requested information; or
- .3 The Contractor's submission of a Subcontractor, installer or supplier, or qualifications thereof, which are unacceptable in the judgment of the Owner.

- 5.4.3 Should the Owner have reasonable objection to any proposed Subcontractor, installer or supplier, the Contractor shall submit another firm for approval by the Owner at no additional cost to the Owner.

ARTICLE 6 WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site.
- 6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "contractor" in the contract documents in each case shall mean the contractor who executes each separate construction agreement.

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford other contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate the Work with such other work. The Contractor shall coordinate his Work with the Owner and other contractors and store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of the Work or the work of any other contractors.
- 6.2.1.1 If the execution or result of any part of the Work depends upon any work of the Owner or of any separate contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any separate contractor that render it unsuitable for the proper execution or result of any part of the Work.
- 6.2.1.2 Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or separate contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.
- 6.2.2 Should the Contractor cause damage to the work or property of the Owner or of any separate contractor on the Project, or to other work on the site, or delay or interfere with the Owner's work on ongoing operations or facilities or adjacent facilities or said separate contractor's work, the Contractor shall be liable for the same; and, in the case of another contractor, the Contractor shall attempt to settle said claim with such other contractor prior to such other contractor's institution of litigation or other proceedings against the Contractor.

If such separate contractor sues the Owner on account of any damage, delay or interference caused or alleged to have been so caused by the Contractor, the Owner shall notify the Contractor, who shall defend the Owner in such proceedings at the Contractor's expense. If any judgment or award is entered against the Owner, the Contractor shall satisfy the same and shall reimburse the Owner for all damages, expenses, and other costs that the Owner incurs as a result thereof.

- 6.2.3 Should Contractor have a dispute with a separate contractor with whom the Owner has contracted regarding damage to the Work or the property of Contractor or to the Work or property of said separate contractor or with regard to any delays or interferences which either Contractor or said separate contractor has caused to the performance of the other's Work, Contractor agrees to attempt to settle such dispute directly with said separate contractor. Contractor agrees that it will not seek to recover from the Owner any damages, costs, expenses (including, but not limited to, attorney's fees) or losses of profit incurred by

the Contractor as a result of any damage to the Work or property of the Contractor or for any delay or interference caused or allegedly caused by any separate contractor.

6.3 OWNER'S RIGHT TO CLEAN UP

- 6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Article 4, Contractor, the Owner may clean up and charge the cost thereof to the contractor responsible as the Owner shall determine to be just.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

The provisions of this Contract shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

7.2 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

7.3 SUCCESSORS AND ASSIGNS

The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner and the Contractor's surety.

In the event the Contractor desires to make an assignment of all or part of the Contract or any monies due or to become due hereunder, the Contractor shall file a copy of consent of surety, together with a copy of the assignment to the Owner and A/E. In the event the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall state that the right of assignees in and to any monies due to or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations that provided labor services or furnished material and equipment during the performance of the Work. The rights of assignees shall further be subject to the payment of any liens, claims, or amounts due to Federal, state, or local governments.

7.4 RIGHTS AND REMEDIES

- 7.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law, not inconsistent with the Contract Documents. No time limitations described in this Contract shall be construed to alter the applicable statutory period of limitations with regard to the enforcement of the obligations of the parties.
- 7.4.2 No action or failure to act by the Owner, A/E or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.4.3 Contractor agrees that he can be adequately compensated by money damages for any breach of this Contract which may be committed by the Owner and hereby agrees that, no default, act, or omission of the Owner or the A/E, except for failure to make payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled, saving only its right to money damages.

7.5 SEVERABILITY

In the event that any provision of this Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

7.6 TESTS

- 7.6.1 If the Contract Documents, laws, ordinances, rules, regulations, codes, permits, resolutions or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Owner at least 24 hours notice of its readiness so that the Owner or the A/E or other representatives of the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Site inspections, tests conducted on site or tests of materials gathered on site, which the Contract requires to be performed by independent testing entities, shall be contracted and paid for by the Contractor. Examples include, but are not limited to, the testing of cast-in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections.
- 7.6.2 All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination or test by the Owner, A/E, and other representatives of the Owner, at any and all times during the manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. Special, full-sized and performance tests shall be as described in the specifications. Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make tests safe and convenient.
- 7.6.3 The selection of bureaus, laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the Owner. Satisfactory documentary evidence, including but not limited to certificates of inspection and certified test reports that the material has passed the required inspection and tests must be furnished to the Owner, with a copy to the A/E, by the Contractor prior to the incorporation of the supplies, materials or equipment into the Work or at such times as to allow for appropriate action by the Owner.
- 7.6.4 Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor. Tests required by Contractor's or Subcontractor's error, omission or non-compliance with the Contract Documents, shall be paid for by the Contractor.
- 7.6.5 It is specifically understood and agreed that an inspection and approval of the materials by the Owner shall not in any way subject the Owner to pay for the said materials or any portion thereof, even though incorporated in the Work, if said materials shall in fact turn out to be unfit to be used in the Work, nor shall such inspection be considered as any waiver of objection to the Work on account of the unsoundness or imperfection of the material used.

ARTICLE 8 CONTRACT TIME

8.1 DEFINITION

8.1.1 Unless otherwise provided, the Contract Time is the period of time specified in the Contract Documents for Substantial Completion of the Work as defined herein, including authorized adjustments thereto. The Contractor shall complete his Work within the Contract Time.

8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed

The Contractor shall not commence Work or store materials or equipment on site until written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent. The Contractor shall commence work no later than ten (10) days after the date established in the Notice to Proceed.

8.1.3 The date of Substantial Completion of the Work or designated portion thereof is the date determined by Owner when: (1) construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended; and (2) the Contractor has satisfied all other requirements for Substantial Completion which may be set forth in the Contract Documents.

8.1.4 The date of Final Completion of the Work is the date determined by the Owner when the Work is totally complete, to include punch list work, in accordance with the Contract Documents and the Owner may fully occupy and utilize the Work for the use for which it is intended.

8.1.5 The term "day" as used in the Contract Documents shall mean calendar days unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents, including without limitation the date of Substantial Completion of the Work, are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined herein. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial and Final Completion as required by the Contract Documents.

8.3 CLAIMS FOR TIME EXTENSIONS

8.3.1 The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the A/E or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion or freight embargoes, or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the time for completion of the Work (i.e., the Contract Time) stated in the Agreement; however, no claim by the Contractor for an extension of time for delays will be considered unless made in compliance with the requirements of this Article and other provisions of the Contract Documents.

8.3.2 The Owner shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Owner on account of, any indirect or direct damages, costs or expenses of any nature which the Contractor, its Subcontractors, or Sub-subcontractor's or any other person may incur as a result of (1) any delays, reasonable or unreasonable, foreseeable or unforeseeable, which are either not caused by the acts or omissions of the Owner, its agents or employees or which arise from or out of (or due to) causes not within the control of the Owner, its agents or employees, or (2) any reasonable

delay regardless of its cause, it being understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract Time, but only as determined in accordance with the provisions of the Contract Documents.

- 8.3.3 The burden of proof to substantiate a claim for an extension of the Contract Time shall rest with the Contractor, including evidence that the cause was beyond his control. It shall be deemed that the Contractor has control over the supply of labor, materials, equipment, methods and techniques of construction and over the Subcontractors, Sub-contractors, and suppliers, unless otherwise specified in the Contract Documents.
- 8.3.4 In the event of changes in the Work, the Contractor must identify any additional time required in the Proposed Change Order. The Owner need not consider any time extensions for changes in the Work not included in the Proposed Change Order.
- 8.3.5 No time extensions will be granted as a result of the Contractor's improper or unreasonable scheduling or for the Contractor's failure to have Shop Drawings, Product Data, Samples or Manuals submitted in ample time for review under a reasonable and agreed upon schedule.
- 8.3.6 Delays by Subcontractors, Sub-subcontractors or suppliers will not be considered justification for a time extension, except for the same valid reasons and conditions enumerated herein.
- 8.3.7 The Contractor acknowledges and agrees that actual delays due to changes, suspension of work or excusable delays; in activities which, according to the Construction Schedule, do not affect the Contract Time will not be considered to have any effect upon the Contract Time and therefore will not be the basis for a time extension.
- 8.3.8 The Contractor acknowledges and agrees that time extensions will be granted only to the extent that: (1) excusable delays exceed the available flexibility in the Contractor's schedule; and (2) Contractor can demonstrate that such excusable delay actually caused, or will cause, delay to the Contractor's schedule that will extend the Contract Time.
- 8.3.9 With respect to Suspensions of Work under Paragraph 3.6, Suspension of Work, herein, the Contractor shall be entitled to an extension of the Contract Time not to exceed the length of time that the Work was suspended (unless as determined under this Article and the other requirements of the Contract Documents that a further extension is justified and warranted) if the claim is submitted in accordance with the requirements of this Article, and if the suspension is not due to any act or omission of the Contractor, any Subcontractor or Sub-subcontractor or any other person or organization for whose acts or omission the Contractor may be liable. The Contractor's claim will be evaluated in accordance with the terms of this Article.
- 8.3.10 The Contractor shall not be entitled to any extension of time for delays resulting from any conditions or other causes unless it shall have given written Notice to the Owner, within seven (7) calendar days following the commencement of each such condition or cause, describing the occurrence, the activities impacted and the probable duration of the delay. The Contractor's complete claim submittal for a time extension shall be submitted no later than twenty (20) calendar days after cessation of the delay or within such other longer period as the Owner may agree in writing to allow.
- 8.3.11 No such extension of time shall be deemed a waiver by the Owner of his right to terminate the Contract for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.

8.4 CHANGE ORDER WORK

- 8.4.1 The Contractor shall make every reasonable effort to perform Change Order work within the Contract Time and in such manner as to have minimum delaying effects on all remaining Work to be performed under the Contract. If, however, the Change Order work results in an unavoidable increase in the time required to complete the Work, an extension of the Contract Time may be granted to the Contractor for the Change Order work. The Contractor's request shall be determined in accordance with the provisions of Article 8.3, Claims for Time Extensions, herein and as follows:
- .1 If the time required for performance of the Change Order work has an unavoidable, direct, delaying effect on the primary sequence of Work activities remaining after rescheduling (e.g., the critical path in CPM type scheduling), the overall Contract Time may be extended by the minimum number of days required for the Change Order work as mutually agreed upon by the Owner and the Contractor;
 - .2 If the time required for performance of the Change Order work does not have an unavoidable direct delaying effect on the primary sequence of Work activities but is ordered by the Owner at a time such that insufficient Contract Time remains for completion of the Change Order work (and any limited number of contingent work activities), the Contract Time may be extended by the minimum number of days required for the Change Order work as mutually agreed upon by the Owner and the Contractor but only for the Change Order work and contingent activities, All other unaffected Work shall be performed within the Contract Time;
 - .3 Failure of the Owner and the Contractor to agree on a Contract Time extension as specified in .1 and .2 above shall not relieve the Contractor from proceeding with and performing the Change Order work promptly, as well as in such manner as to have minimal delaying effects on all remaining Work to be performed under the Contract. Such disagreement shall be resolved as soon as practical by negotiation.

8.5 LIQUIDATED DAMAGES FOR DELAY

- 8.5.1 The damages incurred by the Owner due to the Contractor's failure to complete the Work within required Milestone Dates and the Contract Time, including any extensions thereof, shall be in the amount set forth in the Construction Agreement, for each consecutive day beyond the Milestone Dates or the Contract Time (Sundays and all holidays included) for which the Contractor shall fail to complete the Work.
- 8.5.2 The parties hereby agree that the amount of liquidated damages provided in this Contract is neither a penalty nor a forfeiture and is intended to compensate the Owner solely for the Owner's inability to use the Work for its fully intended purpose, and is not intended to, nor does said amount include: (1) any damages, additional or extended costs; incurred by the Owner for extended administration of this Contract, or by the Owner's agents, consultants or independent contractors for extended administration of this Contract, or (2) any additional services, relating to or arising as a result of the delay in the completion of the Work. Owner shall be entitled to claim against Contractor for its actual damages ~~and~~ for any damages not specifically included within the liquidated damages as set forth herein. Such damages shall be computed separately, and, together with liquidated damages, either deducted from the Contract Sum or billed to the Contractor, at the option of the Owner.

Contractor agrees that it will not challenge the per diem amounts of liquidated damages imposed pursuant to this Article 8.5 except as to whether Contractor is responsible for the delays, themselves, that have resulted in the assessment of liquidated damages. The Contractor waives any challenge as to the validity of any liquidated damages specified on the grounds that such liquidated damages allegedly are void as penalties or allegedly are not reasonably related to Owner's actual damages.

Owner may, in its sole discretion, deduct from any payments otherwise due Contractor amounts of liquidated damages assessable under this Article 8.5. Owner's failure to deduct liquidated damages assessable under this Article 8.5 from payments to Contractor shall not be deemed a waiver by Owner of any entitlement to such liquidated damages.

8.6 TIME EXTENSIONS FOR WEATHER

8.6.1 The Contract Time will not be extended due to inclement weather conditions that are normal to the general locality of Work site. The time for performance of this Contract includes an allowance for workdays (based on a 5-day workweek) which, according to historical data, may not be suitable for construction work.

- .1 The following is the schedule of monthly anticipated normal inclement weather workdays for the Project location and will constitute the base line for monthly weather time extension evaluations.

ANTICIPATED NORMAL INCLEMENT WEATHER WORK-DAYS INCLUDED IN THE CONTRACT TIME OF PERFORMANCE											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	7	7	7	9	7	7	7	6	6	6	7

8.6.2 The Contractor, in his planning and scheduling of the Work as required by the Contract Documents, shall allow for the normal inclement weather for the locality of the Work site. If the Contractor believes that the progress of the Work has been adversely affected and that it will directly result in a failure to meet Substantial Completion within the Contract Time, by weather conditions above and beyond the amount normally expected, he shall submit a written request to the Owner, with a copy to the A/E, for an extension of time, pursuant to Paragraph 8.3, Claims for Time Extensions.

8.6.3 Such request shall be evaluated by the Owner in accordance with the provisions of the Contract Documents and shall include a comparison of actual weather statistics compiled by City of Lynchburg's Department of Public Works, for the time of year, locality of the particular Work site with the days claimed by the Contractor and the anticipated normal inclement weather as stated in subparagraph 8.6.1. The normal inclement weather expected has been included in the designated Contract Time for completion. The decision of the Owner shall be final.

8.6.4 The Contractor shall not be entitled to any money damages whatsoever for any delays resulting from inclement weather, whether normal or abnormal, foreseeable or unforeseeable. The Contractor and Owner stipulate and agree that, for delays due to weather as determined in 8.6.3, the Contractor's sole relief is a time extension granted in accordance with this Article 8.6, Time Extensions for Weather.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Construction Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum includes, but is not limited to, the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including without limitation taxes, labor, equipment and materials), foreseen or unforeseen, and any increases in said costs and expenses, foreseen or unforeseen, incurred by the Contractor in connection with the performance of the Work, all of which

costs and expenses shall be borne solely by the Contractor. The Contractor agrees to assume all increases in costs of any nature whatsoever that may develop during the performance of the Work.

9.2 SCHEDULE OF VALUES

- 9.2.1 For Lump Sum Price contracts, before the pre-construction meeting, the Contractor shall submit to the Owner and A/E a schedule of values allocated to the various portions of the Work, prepared on payment forms provided by the Owner and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless rejected by the Owner, shall be used as a basis for the Contractor's Applications for Payment.
- 9.2.2 For Unit Price contracts, the Contractor shall utilize the payment request form provided by the Owner, wherein the schedule of values shall correspond with the individual unit price bid items. When so requested by the Owner, the Contractor shall provide a more detailed cost breakdown of the unit price items.
- 9.2.3 Contractor may include in his schedule of values a line item for "mobilization" which shall include a reasonable amount for mobilization for the Contractor and his Subcontractors. The Contractor shall not front-end load his schedule of values.

9.3 APPLICATION FOR PAYMENT

- 9.3.1 The Contractor shall submit to the A/E three (3) originally executed, itemized Applications for Payment (and one (1) copy to the Owner) by the tenth of each month, along with any authorized change orders for that billing cycle. The Applications for Payment shall be notarized, indicate in complete detail all labor and material incorporated in the Work during the month prior to submission, and supported by such data substantiating the Contractor's payment request as the Owner may require. The Applications for Payment shall also contain Contractor's certification that due and payable amounts and bills have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner.
- 9.3.2 Payment may be made for the value of materials, which are to be incorporated into the finished Work, and which are delivered to and suitably stored and protected on the Work site. The Contractor shall provide releases or paid invoices from the seller of such materials to establish, to the Owner's satisfaction, that the Owner has title to said material. Stored materials shall be in addition to the Work completed and shall be subject to the same retainage provisions as the completed Work. Material once paid for by the Owner becomes the property of the Owner and may not be removed from the Work site without the Owner's written permission.
- 9.3.3 The requirements for payment for materials stored off-site shall include, but are not limited to, those specified in Paragraph 9.3.2 and the additional requirements hereinafter specified. Material stored off-site under this provision shall be included in the definition of Work, Article 1, Contract Documents.
 - 9.3.3.1 The requirements of Paragraph 10.2, Safety of Persons and Property, are fully applicable to materials stored off-site.
 - 9.3.3.2 For purposes of administering this provision, the following definitions are provided.
 - a. Material stored NEAR the Work site: A storage location shall be considered near the Work site if it is not more than fifty (50) miles (approximately a one-hours drive) from the Work site.

b. Material stored DISTANT from the Work site: Locations beyond the limit of fifty (50) miles shall be considered distant.

- 9.3.3.3 All proposed off-site locations, regardless of whether they are near or distant, shall be approved by the Owner prior to any payment under this Article. The approval process will include an inspection of the proposed storage site, which may or may not coincide with any inspection of materials stored.
- 9.3.3.4 Prior to payment for any material stored off-site, said material shall be inspected to verify that it is properly stored; i.e., segregated, inventoried, identified as the property of the Owner and Contractor, and duly protected as required in Article 10.2, Safety of Persons and Property. This material shall be clearly identified and physically segregated from any other material or stock, in such a manner that it is clear, from casual observation that said material is not a part of any other stock or stored material.
- 9.3.3.5 For materials stored distant to the Work site, the Contractor shall reimburse the Owner for all reasonable costs incurred by the Owner, to include but not limited to salary, transportation, lodging and per diem, for the Owner's or the A/E's employees to travel to and from the storage locations for the purpose of verifying that the material is properly stored. It is anticipated that such trips would occur whenever additional material is claimed for payment and/or at least every six (6) months until the material is delivered to the Work site.
- 9.3.3.6 Except for unusual circumstances, the Contractor will not be required to reimburse the Owner's costs for visits to storage locations near the Work site.
- 9.3.3.7 The Contractor shall hold the Owner harmless from any and all losses, additional costs, direct or indirect damages and/or delays, whatsoever, which may occur as a result of a failure of the Contractor to deliver (or have delivered), in a timely manner, materials (for which payment has been made) to the Work site for installation and incorporation into the Work.
- 9.3.3.8 The Contractor shall provide to the Owner a release of lien or other suitable certification by the seller of the materials, in addition to paid invoices, verifying that the Contractor has valid title to all materials for which payment is requested. The seller, however, shall not be required to waive his rights for recovery against Contractor or any surety if his contract is breached.
- 9.3.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner, either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens". The Contractor further warrants that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Work that is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 9.3.5 The Contractor's Application for Payment shall provide that the payment request attests that all Work for which the request is made has been completed in full according to all the requirements of the Contract Documents. By submitting his Application for Payment, the Contractor also represents that he has no knowledge that any Subcontractors or suppliers have not been fully and timely paid and that, insofar as he knows, the only outstanding items for payment with respect to the Contract are those to be paid from the funds for which application is being made.

9.4 CERTIFICATES FOR PAYMENT

- 9.4.1 The A/E will, within seven (7) calendar days after the receipt of the Contractor's Application for Payment, recommend a Certificate for Payment to the Owner, for such amount as the A/E determines is properly

due, with his reasons for any withholding or adjusting a Certificate as provided in Paragraph 9.6, Payments Withheld.

- 9.4.2 After the Certificate for Payment is recommended by the A/E, the Owner will review it and make any changes deemed necessary by the Owner's representative. The recommendation of the Certificate for Payment by the A/E does not waive or limit the Owner's right to reduce the amount of the payment due to the Contractor as determined to be appropriate by the Owner.
- 9.4.3 The recommendation of a Certificate for Payment will constitute a representation by the A/E to the Owner, based on his observations at the site as provided in Article 2, Architect/Engineer, and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief: (1) the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial or Final Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that (2) the Contractor is entitled to payment in the amount certified. However, by recommending a Certificate for Payment, the A/E shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.
- 9.4.3.1.1 The Application for Payment shall be on a form approved by the City. Payment for stored material delivered but not incorporated in the work will be the invoiced amount only. Stored materials drawdown shall be approved by the Owner. Submit applicable invoices with Application for Payment. Monthly partial payment request shall be submitted in **TRIPLICATE** to Owner's representative for approval by the 25th of the month so that the Owner can approve payment request by the first working day of the next month. Partial payments shall be made on a monthly basis on or before the end of the next month for which the Work was performed, in accordance with the Contract Documents.
- 9.4.3.1.2 The Owner shall pay to the Contractor 95 percent of the total amount due and the Owner shall retain five (5) percent of the amount due until all work has been performed strictly in accordance with the Contract Documents and until such work has been accepted by the Owner.
- 9.5.1 The Owner shall make payment in the manner and within thirty (30) calendar days after receipt of the Certificate of Payment from the A/E based upon the Owner's approval or adjustment of said Certificate. The Contractor shall be paid the amount approved or adjusted by the Owner, less 5% retainage which is being held to assure faithful performance; provided however, that said retainage is not applicable to Time and Material Change Orders.
- 9.5.1.1 In relation to punch list or other uncompleted Work and in lieu of a portion of the above-specified five-percent 5% retainage, the Owner may, at its sole discretion, elect to retain fixed amounts directly relating to the various items of uncompleted Work. All amounts withheld shall be included in the Final Payment.
- 9.5.2 The Contractor shall, within seven (7) days after receiving payment from the Owner, do one of the following:
- 9.5.2.1 Pay all Subcontractors for the proportionate share of the total payment received from the Owner for Work performed by each Subcontractor under the Contract; or

- 9.5.2.2 Notify the Owner and Subcontractor(s), in writing, of his intention to withhold all or part of the Subcontractor's payment with the reason for nonpayment.
- 9.5.3 The Contractor shall make payment to Subcontractors as heretofore specified. Each payment shall reflect the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work.
- 9.5.4 The Contractor shall provide the Owner with his social security number, if an individual, or his federal identification number, if a corporation, partnership, or other entity.
- 9.5.5 The Contractor shall pay unpaid Subcontractors interest on payments that are not made in accordance with this Article 9.5, Progress Payments. The rate of interest shall be in compliance with the Prompt Payment section of the Virginia Public Procurement Act of the Code of Virginia. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors according to all the same requirements as provided in this Article 9.5 Progress Payments.
- 9.5.6 The Owner may, upon written request, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of Work done by such Subcontractor.
- 9.5.7 Neither the Owner nor the A/E shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.
- 9.5.8 No Certificate for Payment, nor any payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents, nor shall it waive any right or claim by Owner based upon the Work, or any portion of the Work, including Work for which payment has been made, not conforming to the requirements of the Contract Documents.

9.6 PAYMENTS WITHHELD

- 9.6.1 The Owner may withhold the payment in whole or in part, if necessary to reasonably protect the Owner. If the A/E is unable to make representations as provided in subparagraph 9.4.3 and to recommend payment in the amount of the application, he will notify the Owner as provided in subparagraph 9.4.1. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which he is able to make representations with respect to payment, due for Work performed. The Owner may also decline to certify or make payment because of subsequently discovered evidence or subsequent observations, and the Owner may nullify the whole or any part of any Certificate for Payment previously issued.
- 9.6.2 The Owner may withhold from the Contractor so much of any payment approved by the A/E, as may in the judgment of the Owner be necessary:
- .1 To protect the Owner from loss due to defective work not remedied;
 - .2 To protect the Owner upon receipt of notice of the filing in court or in an arbitration proceeding as may be required in any third party contract, of verified claims of any persons supplying labor or materials for the Work, or other verified third party claims;
 - .3 To protect the Owner upon reasonable evidence that the Work will not be completed for the unpaid balance of the Contract Sum;

- .4 To protect the Owner upon reasonable evidence that the Work will not be completed within the Contract Time established by this Contract; or
- .5 To protect the Owner upon the Contractor's failure to properly schedule and coordinate the Work in accordance with or as required by the Contract Documents, or failure to provide progress charts, revisions, updates or other scheduling data as required by the Contract Documents, or upon the Contractor's failure to provide as-built drawings as required herein, or upon Contractor's failure to otherwise substantially or materially comply with the Contract Documents.

9.6.3 If required by the Contract Documents, the Contractor shall, concurrent with his submission of the Construction Schedule, submit a practicable and realistic payment schedule showing the dates on which the Contractor will submit each and every Application for Payment and the amount he expects to receive for each and every monthly progress payment. If during the performance of the Work, the Contractor expects to receive an amount for a monthly progress payment larger than that indicated on the payment schedule, the Contractor shall notify the Owner at least thirty (30) days in advance of that payment so that the necessary allocation of funds can be processed. If Contractor fails to submit a practicable and realistic payment schedule, the Contractor's Application for Payment shall be honored only to the extent that the Work is actually performed and that the proportion of payments made to the Contract Sum does not exceed the proportion of the Contract Time expired as of the time of the request.

9.7 FAILURE OF PAYMENT

If the Owner does not make payment to the Contractor within the thirty (30) calendar days after receipt of the Contractor's Application for Payment by the A/E through no fault of Contractor, and the Owner otherwise not being entitled under the Contract Documents or applicable law to withhold payment, then the Contractor may, upon fifteen (15) additional days' written Notice to the Owner and the A/E, stop the Work until payment of the amount owing has been received. In such event, the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, which shall be effected by appropriate Change Order as provided herein.

9.8 SUBSTANTIAL COMPLETION AND GUARANTEE BOND

9.8.1 Unless otherwise specified in Article 9.9, Final Completion and Final Payment, when the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Article 8, Contract Time, the Contractor shall request in writing that the A/E and the Owner perform a Substantial Completion inspection. Prior to such inspection the Contractor shall:

- .1 If applicable, secure a Certificate of Occupancy for the Project or a designated portion thereof; and
- .2 Submit five (5) copies each of the Operations and Maintenance Manuals to the A/E as specified and one (1) copy to the Owner.

9.8.2 The Owner shall determine whether the Work is substantially complete and shall compile a punch list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 When the Owner on the basis of his inspection determines that the Work or a designated portion thereof is substantially complete, the A/E will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion and shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

- 9.8.4 The Contractor shall have thirty (30) days from the Date of Substantial Completion to complete all items on the punch list to the satisfaction of the Owner. If the Contractor fails to complete all punch list items within the designated time, the Owner shall have the option to correct or conclude any remaining items by utilizing its own forces or by hiring others. The cost of such correction of remaining punch list items by the Owner or others shall be deducted from the final payment to the Contractor, and if the Owner has not retained sufficient funds to cover the cost, Contractor or its surety shall pay the difference within 30 days of a written demand by the Owner to do so.
- 9.8.5 Guarantees and warranties required by the Contract Documents shall commence on the Date of Final Completion of the Work, unless otherwise provided in the Certificate of Substantial or Final Completion, or the Contract Documents. Provided, however, that if Contractor does not complete certain punch list items within the time period, specified in 9.8.4, all warranties and guarantees for such incomplete Punch List items shall become effective upon issuance of final payment for the Work.
- 9.8.5.1 The Contractor shall guarantee for a term of one (1) year from the date of Final Completion or Final Payment, whichever comes later, (unless otherwise provided for in the Certificate(s) of Substantial or Final Completion or the Contract Documents): (1) the quality and stability of all materials equipment and Work; (2) all the Work against defects in materials, equipment or workmanship; and (3) all shrinkage, settlement or other faults of any kind which are attributable to defective materials or workmanship. The Contractor shall remedy at his own expense, when so notified in writing to do so by the Owner, and to the satisfaction of the Owner, the Work or any part thereof that does not conform to any of the warranties and guaranties described in the Contract Documents- or that otherwise does not conform to the requirements of the Contract Documents
- 9.8.5.2 In order to make good the guarantee as herein required, the Contractor shall deposit with the Owner, after Substantial Completion but before Final Payment, a Guarantee Bond(s) issued by a surety licensed to do business in Virginia and otherwise acceptable to the Owner, for the faithful performance of the guarantee. Said Bond(s) shall be for a period of one (1) year from the date the guaranties and warranties commence and in the amount of five percent (5%) of the final gross value of the Contract.
- 9.8.5.3 The Contractor shall complete repairs during the guarantee period, within five (5) working days after the receipt of Notice from the Owner, and if the Contractor shall fail to complete such repairs within the said five (5) working days, the Owner may employ such other person or persons as it may deem proper to make such repairs and pay the expenses thereof out of any sum retained by it, provided nothing herein contained shall limit the liability of the Contractor or his surety to the Owner for non-performance of the Contractor's obligations at any time.
- 9.8.6 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the Work by the Owner, and the Contractor is not relieved of any responsibility for the Work except as specifically stated in the Certificate of Substantial Completion.
- 9.8.7 Upon Substantial Completion of the Work, or designated portion thereof, and upon application by the Contractor and certification by the A/E, the Owner shall make payment, adjusted for retainage and payments withheld, if any, for such Work or portion thereof, as provided in the Contract Documents.
- 9.8.8 Should the Owner determine that the Work or a designated portion thereof is not substantially complete, he shall provide the Contractor a written Notice stating why the Work or designated portion is not substantially complete. The Contractor shall expeditiously complete the Work and shall re-request in writing that the Owner perform a Substantial Completion inspection.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 A Certificate of Final Completion shall be issued by the A/E prior to final payment. At the Owner's sole option, this Final Completion Certificate may be issued without a Certificate of Substantial Completion. The Contractor, prior to application for Final Payment and within the time specified for completion of the Work, shall complete all Work, to include punch list items and provide operation and maintenance manuals and as-built data, for the Work, as completed and in place. Said Certificate of Final Completion shall be issued, even if a Certificate of Substantial Completion has been issued previously and temporary authority to operate the Work has been granted.

9.9.1.1 The Certificate of Final Completion shall certify that all Work has been completed in accordance with Contract Documents and is ready for use by the Owner.

9.9.2 For all projects where Substantial Completion Certificates have been issued for various portions of the Work, at differing times, the Contractor shall request and the Owner shall, prior to final payment, issue a Certificate of Final Completion which certifies that all required Work, including punch list items, has been completed in accordance with the Contract Documents.

9.9.3 Neither the final payment nor any remaining retainage shall become due until the Contractor submits to the A/E the following:

- .1 An Application for Payment for all remaining monies due under the -Contract.
- .2 Consent of surety to final payment;
- .3 If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish waiver of claims satisfactory to the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify Owner against any such claim. If any such claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees;
- .4 As-built drawings, operation and maintenance manuals and other project closeout submittals, as required by the Contract Documents;
- .5 Construction releases as required by the Contract Documents from each property owner on whose property an easement for construction of the Work has been obtained by the Owner, such release to be in the forms to be provided by the Owner. This release is for the purpose of releasing the Owner and the Contractor from liability, claims, and damages arising from construction operations on or adjacent to the easement and includes proper restoration of the property after construction. It shall be the Contractor's sole responsibility to obtain all such releases and furnish them to the Owner; and
- .6 A written certification that:
 - .1 The Contractor has reviewed the requirements of the Contract Documents,
 - .2 The Work has been inspected by the Contractor for compliance with all requirements of the Contract Documents,
 - .3 Pursuant to this inspection, the Contractor certifies and represents that the Work complies in all respects with the requirements of the Contract Documents,

- .4 The Contractor further certifies and represents that all equipment and systems have been installed in accordance with the Contract Documents and have been tested in accordance with specification requirements and are operational, and
 - .5 The Contractor hereby certifies and represents that the Work is complete in all respects and ready for final inspection.
- 9.9.4 Upon receipt of the documents required in subparagraph 9.9.3 and upon receipt of a final Application for Payment, the A/E and Owner will promptly make a final inspection. When the A/E finds the Work acceptable under the Contract Documents and the Contract fully performed, he will issue within seven (7) days a final Certificate for Payment and a Final Certificate of Completion.

The Certificate of Completion will state that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance designated in the final Certificate for Payment is due and payable. The final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.3 have been fulfilled. The Owner shall review the Certificate of Payment and shall accept it and issue final acceptance, or reject it and notify the Contractor, within ten (10) days. Final payment to the Contractor shall be made within thirty (30) days after final acceptance. All prior estimates and payments, including those relating to Change Order work, shall be subject to correction by this final payment.

- 9.9.5 The making of Final Payment shall constitute a waiver of all claims by the Owner, except those arising from:
- .1 Unsettled claims;
 - .2 Faulty, defective, or non-conforming Work discovered or appearing after Substantial or Final Completion;
 - .3 Failure of the Work to comply with the requirements of the Contract Documents;
 - .4 Terms of any warranties or guarantees required by the Contract Documents; or
 - .5 Fraud or bad faith committed by the Contractor or any subcontractor or supplier during performance of Work but discovered by Owner after Final Payment.
- 9.9.6 The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and so identified by the Contractor; as unsettled at the time of the final Application for Payment. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance, Payment, or Guarantee Bonds.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The requirement applies continuously throughout the Contract performance, until Final Payment is made, and is not limited to regular working hours.

10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 All persons performing any of the Work and all other persons who may be affected thereby;
- .2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractor's. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law; and
- .3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, regulations, permits, resolutions and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall at all times safely guard the Owner's property from injury or losses in connection with the Contract. Contractor shall at all times safely guard and protect his Work and adjacent property as provided by law and the Contract Documents, from damage. All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained without additional cost to the Owner.

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

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

10.2.5 The Contractor is responsible for the proper packing, shipping, handling and storage (including but not limited to shipment or storage at the proper temperature and humidity) of materials and equipment to be incorporated in the Work, so as to insure the preservation of the quality and fitness of the materials and equipment for proper installation and incorporation in the Work, as required by the Contract Documents.

For example, but not by way of limitation, Contractor shall, when necessary, place material and equipment on wooden platforms or other hard and clean surfaces and not on the ground and/or place such material and equipment under cover or in any appropriate shelter or facility. Stored materials or equipment shall be located so as to facilitate proper inspection. Material and equipment that is delivered crated shall remain crated until ready for installation. Lawns, grass plots or other private property shall not be used for storage purposes without the written permission of the owner or lessee unless otherwise within the terms of the easements obtained by the Owner.

10.2.6 In the event of any indirect or direct damage to public or private property referred to in Paragraphs 10.2.1.2 and 10.2.1.3, caused in whole or in part by an act, omission or negligence on the part of the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, the Contractor shall at his own expense

and cost promptly remedy and restore such property to a condition equal to or better than existing before such damage was done. The Contractor shall perform such restoration by underpinning, replacing, repairing, rebuilding, replanting, or otherwise restoring as may be required or directed by the Owner, or shall make good such damage in a satisfactory and acceptable manner. In case of failure on the part of the Contractor to promptly restore such property or make good such damage, the Owner may, upon two (2) calendar days written Notice, proceed to repair, replace, rebuild or otherwise restore such property as may be necessary and the cost thereof, or a sum sufficient in the judgment of the Owner to reimburse the owners of property so damaged, will be deducted from any monies due or to become due the Contractor under the Contract. If insufficient monies remain due or will become due to pay such sum, Contractor or its surety shall, within 30 days of receipt of a written demand from Owner to do so, pay Owner such sum.

- 10.2.7 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents and the protection of material, equipment and other property. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.
- 10.2.8 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of any portion of the Work.
- 10.2.9 The Contractor shall give notice in writing at least forty-eight (48) hours before breaking ground, to all persons, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by the Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative(s) on site to see that their property is properly protected. Such notice does not relieve the Contractor of responsibility for any damages and claims. Nor does such notice relieve the Contractor from his responsibility to defend and indemnify the Owner from actions resulting from the Contractor's performance of such work in connection with or arising out of the Contract.
- 10.2.10 The Contractor shall protect all utilities encountered while performing its work, whether indicated on the Contract Drawings or not. The Contractor shall maintain utilities in service until moved or abandoned. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same condition or better as existed prior to starting the Work, at no cost to the Owner. The Contractor shall maintain operating utilities or other services, even if they are shown to be abandoned on the drawings, in service until new facilities are provided, tested and ready for use.
- 10.2.11 The Contractor shall return all improvements on or about the site and adjacent property which are not shown to be altered, removed or otherwise changed to conditions which existed prior to starting the Work.
- 10.2.12 The Contractor shall protect the Work, including but not limited to, the site, stored materials and equipment, excavations, and excavated or stockpiled soil or other material, intended for use in the Work, and shall take all necessary precautions to prevent or minimize damage to same and to prevent detrimental effect upon his performance or that of his Subcontractors, caused by or due to rain, snow, ice, run-off, floods, temperature, wind, dust, sand and flying debris. For example, but not by way of limitation, Contractor shall, when necessary, utilize temporary dikes, channels or pumping to carry-off, divert or drain water, and shall as necessary tie-down or otherwise secure the Work and employ appropriate covers and screens.

10.3 OBLIGATION OF CONTRACTOR TO ACT IN AN EMERGENCY

- 10.3.1 In case of an emergency that threatens immediate loss or damage to property and/or safety of life, the Contractor shall act to prevent threatened loss, damage, injury or death. The Contractor shall notify the Owner of the situation and all actions taken immediately thereafter. If the Contractor fails to act and any loss, damage, injury or death occurs that could have been prevented by the Contractor's prompt and immediate action, the Contractor shall be fully liable to the Owner or any other party for all costs, damages, claims, actions, suits, costs of defense, and all other expenses arising therefrom or relating thereto.
- 10.3.2 Prior to commencing the Work and at all times during the performance of the Work, the Contractor shall provide the Owner two, twenty-four hour (24) emergency phone numbers where his representatives can be contacted at any time.

ARTICLE 11 INSURANCE FOR CONTRACTS

11.1 CONTRACTOR'S INSURANCE

- 11.1.1 During the term of this Contract, the Contractor shall procure and maintain insurance coverages with insurance companies rated by A. M. Best Company as A – VIII or better. The company(ies) shall be authorized to do business under the laws of the Commonwealth of Virginia and be acceptable to the City of Lynchburg and shall provide the following minimum types of insurance:
- a. **Commercial General Liability Insurance** – This will cover claims for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, which may arise from operations under the Contract, whether such operations be performed by the Contractor or by any Subcontractor or Independent Contractor, or by anyone directly or indirectly employed by any of them. Such insurance shall include coverages "X", "C" and "U" for explosion, collapse of other structures and underground utilities, as well as Contractual Liability Insurance covering the requirements outlined in the General Conditions. This insurance shall name the City, the City Council and its employees as additional insureds *by endorsement* to the Commercial General Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Lynchburg as an additional insured. The City of Lynchburg shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this Contract. If endorsements to the Commercial General Liability insurance policies cannot be made, then separate policies providing such protection shall be purchased by the Contractor.

1. The Policy shall have the following *minimum* limits:

\$1,000,000 Each Occurrence Limit
\$1,000,000 General Aggregate Limit
\$1,000,000 Personal and Advertising Injury Limit
\$1,000,000 Products and Completed Operations Aggregate Limit
\$5,000 Medical Expense Limit

This insurance shall include the following provisions and /or endorsements:

- 1) The General Aggregate limit shall apply on a "per project" and on a "per location" basis;
- 2) Coverage shall apply to all liability arising from all premises and operations conducted by the Contractor, Subcontractors and independent contractors;
- 3) The Contractor agrees that liability arising from Products and Completed Operations will be covered. Such liability coverage will be maintained for two years after completion of the Work.

- 4) The Contractor shall require each of his Subcontractors to procure and maintain Commercial General Liability Insurance of the type specified in these Contract Documents in the minimum amounts required by the Owner and the Contractor (which shall be the amounts required by this paragraph 11.1.1. of Contractor unless otherwise agreed in writing by Owner), during the term of their subcontracts.

b. **Worker's Compensation and Employer's Liability Insurance** for the Contractor's employees engaged in the Work under this Contract, in accordance with statutory requirements of the Commonwealth of Virginia. The Contractor shall require each of his Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged on Work under the Contract is not protected under the Worker's Compensation statute, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements. The amount of Employer's Liability Insurance for the Contractor and each of his Subcontractors shall be not less than:

\$100,000 per employee for Bodily Injury.
\$100,000 per employee for disease
\$500,000 per policy for disease

The Worker's Compensation and Employer's Liability Insurance policy shall include an "all states" or "other states" endorsement.

c. **Commercial Automobile Liability Insurance**, including coverage for owned, hired, non owned and borrowed vehicles used in the work with *minimum* limits of \$1,000,000 Combined Single Limit per occurrence. This insurance shall name the City, the City Council and its employees as additional insureds *by endorsement* to the Commercial Automobile Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Lynchburg as an additional insured. The City of Lynchburg shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this Contract.

d. **Umbrella Liability or Excess Liability Insurance** with the following minimum limits of:

\$5,000,000 Each Occurrence
\$5,000,000 Annual Aggregate

The following policies shall be scheduled as underlying policies:

Commercial General Liability
Commercial Automobile Liability
Employers Liability

This insurance shall name the City, the City Council and its employees as additional insureds *by endorsement* to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Lynchburg as an additional insured. The City of Lynchburg shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this Contract.

11.2

- 11.1.2 Proof of insurance for each type of coverage listed herein shall be provided within 10 days after issuance of the award letter for the Contract, and no Work shall proceed unless all such insurance is in

effect. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all such insurance of the Subcontractor has been so obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein. The Contractor certifies by commencement of the Work that his insurance and that of Subcontractors is in effect and meets the requirements set forth herein.

11.1.3 The Contractor shall purchase and maintain required liability and all other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

- a. claims under Worker's Compensation, Employers Liability, disability benefits, and other similar employee benefit acts;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- d. claims for damages insured by personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by any other person for any other reason;
- e. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- f. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

11.1.4 The insurance required to be purchased and maintained by the Contractor shall:

- a. include completed operations insurance;
- b. with respect to any other insurance coverage written on a claims-made basis, remain in effect for at least 2 years after final payment (and Contractor shall furnish the City and A/E evidence satisfactory to the City of continuation of such insurance at final payment and 1 year thereafter);
- c. contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance.

11.1.5 All of the aforesaid insurance policies must be endorsed to provide that the insurance company ***shall give 30 days written notice to the City*** if the policies are to be terminated or if any changes are made during the Contract period which will affect in any way the insurance provided pursuant to such policy. Before starting the Work, the Contractor shall provide the City with a copy of each policy that he and each of his Subcontractors is required to carry in accordance with this Article 11, together with receipted bills evidencing proof of premium payment. These policies shall contain endorsements to the policies naming the City of Lynchburg as an additional insured as required.

- 11.1.6 Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

ARTICLE 12 CHANGES AND MODIFICATIONS IN THE WORK

12.1 CHANGES IN THE WORK

- 12.1.1 The Owner, without invalidating the Contract and without notice to the surety, may order a change to the Work consisting of additions, deletions or other revisions to the general scope of the Contract, or changes in the sequence of the performance of the Work. The Contract Sum and the Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, Modification, or Change Directive, and all Work involved in a change shall be performed in accordance with the terms and conditions of the Contract Documents. If the Contractor should proceed with a change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum and/or Contract Time, on account thereof.

12.2 FIELD ORDER

- 12.2.1 A Field Order is a written order to the Contractor signed by the Owner's designated representative, interpreting or clarifying the Contract Documents or directing the Contractor to perform minor changes in the Work. Any work relating to the issuance of a Field Order shall be performed promptly and expeditiously and without additional cost to the Owner and within the Contract Time, unless the Contractor submits a Proposed Change Order, defined below, which is approved by the Owner. Field Orders shall be numbered consecutively by date of issuance by the Owner.

12.3 OWNER CHANGE REQUEST

- 12.3.1 An Owner Change Request is a written request from the Owner to the Contractor that describes a proposed change in the Work. The Contractor is required to submit a complete proposal for the total cost and additional time, if any, necessary to perform the proposed change in the Work. Owner Change Requests shall be numbered consecutively by date of issuance by the Owner.

12.4 CONTRACTOR'S PROPOSED CHANGE ORDER

- 12.4.1 A Contractor's Proposed Change Order is a written request from the Contractor to the Owner requesting a change in the Contract Sum and/or Contract Time. A Contractor's Proposed Change Order is submitted as a proposal in response to a Owner Change Request or as a claim for an increase in the Contract Sum or Contract Time pursuant to the issuance of a Field Order, or as a result of unforeseen circumstances, such as an unknown site conditions.

Change Orders for unforeseen site conditions will only be entertained if the Contractor has not accepted responsibility for the unforeseen site conditions pursuant to other provisions in the Contract Documents. A Contractor's Proposed Change Order must be submitted within twenty (20) calendar days of the issuance of a Owner Change Request or a Field Order or the discovery of an unforeseen circumstance. The Contractor shall not be entitled to any adjustment to the Contract Time or Contract Sum if Contractor fails to comply strictly with the requirements of the preceding sentence. Contractor's Proposed Change Orders shall be numbered consecutively by date of issuance by the Contractor. The Contractor shall also indicate on the Proposed Change Order the number of the Owner Change Request or the Field Order to which it responds. The Contractor understands and agrees to the City's provisions and policy regarding Change Orders as outlined in Article 1, section 1.1.2 of these General Conditions.

- 12.4.2 In the case of unit price items, it is understood and agreed by the Contractor that the estimates of the quantities in unit price items are approximate only and are presented solely for the purpose of comparing bids and may not represent the actual amount of work to be performed. The Contractor, therefore, understands and agrees that the Owner reserves the right to increase, decrease or eliminate entirely the quantity of work to be done under any item. If called upon to do more work under any unit price item named in the Bid Documents, he will perform all such additional work and accept as payment the unit price named in the proposal, subject to the 20% deviation limitations specified in subparagraph 12.4.2.2.
- 12.4.2.1 The Contractor's Proposed Change Order shall be determined by applicable unit prices, if any, as set forth in the Contract.
- 12.4.2.2 However, if changes in quantities are of an item increase the actual work to more than twenty percent (20%) of the original bid quantity for that item, or decrease quantities of that item more than 20% of the original bid quantity for that item, then the Owner or the Contractor shall have the right to request a decrease or an increase in the unit price for the item for quantities greater than 120% or less than 80% of the original bid quantity for that item.
- 12.4.2.3 It shall be understood that such unit prices shall constitute full payment for the extra work performed, including, but not limited to, "general conditions" costs, plant, materials, labor, equipment, overhead, profit, and safety requirements.
- 12.4.3 If no such unit prices are set forth, the Contractor's proposal shall be on a lump sum basis and shall be itemized and segregated by labor, equipment, and materials for the various components of the change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors who will perform any portion of the change in the Work and of any persons who will furnish materials or equipment for incorporation therein.
- 12.4.3.1 The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of job site labor, including foremen, who will be directly involved in the change in the Work (for such time as they will be so involved), plus separately identified payroll costs (including premium costs of overtime labor, if overtime is authorized, Social Security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor).
- 12.4.3.2 The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the change in the Work, plus transportation and applicable sales or use taxes.
- 12.4.3.3 The proposal may further include the Contractor's and any of his Subcontractor's reasonably anticipated equipment rental costs, except small hand tools, in connection with the change in the Work.
- 12.4.4 Base Cost is defined as the total of labor, material and equipment rentals as described in subparagraphs 12.4.3.1, 12.4.3.2 and 12.4.3.3. The actual net cost in money to the Owner for the change in the Work shall be computed as follows:

- .1 If the Contractor performs the change in the Work without use of Subcontractors or sub-subcontractors, his compensation will be the Base Costs as described above, plus a maximum mark-up of 15% for overhead and profit.
- .2 If the work is performed by a bona fide Subcontractor, the Subcontractor's compensation will be the Base Costs as described above plus a maximum mark-up of 15% for overhead and profit. The Contractor's compensation will be a maximum mark-up of five percent (5%) of the Subcontractors Base Costs for his overhead and profit.
- .3 If the Work is performed by a bona fide Sub-subcontractor, the Subcontractor's compensation will be the Base Costs as herein described, plus a maximum mark-up of 15% for overhead profits. The mark-up of any Sub-subcontractor's work by the Contractor and all intervening tiers of Subcontractors shall not exceed a total of 10%.

12.4.5 The mark-up on the cost of labor, materials, and equipment described in Paragraphs 12.4.4.1, 12.4.4.2, and 12.4.4.3 shall be all the compensation to which the Contractor, Subcontractors and Sub-subcontractor are entitled for all indirect costs associated with or relating to the change in the Work including, but not limited to, labor and/or equipment inefficiency, changes in sequence, delays, interferences, impact on unchanged work, gross receipts tax, superintendent, small tools, reproduction, administration, insurance, unrelated safety requirements, temporary structures and offices, all other general and administrative, home office and field office expenses.

12.4.6 The Proposed Change Order may also include the cost of increases in premiums for the Payment Bond and the Performance Bond, provided coverage for the cost of the change in Work results in such increased costs. At the Owner's request, the Contractor shall provide proof of his notification to the surety of the change in the Work and of the surety's agreement to include such change in its coverage. The cost of the increase in premiums shall not be marked up.

12.4.7 In the event that it is necessary to increase the Contract Time in order to perform the change in the Work, the Contractor shall provide an estimate of the increase in the Contract Time as part of the Proposed Change Order. The Contractor's request for a time extension shall be evaluated in accordance with the criteria described in Article 8.3, Claims for Time Extensions.

12.4.8 If the Contractor's Proposed Change Order is rejected by the Owner as being within the scope of the Work required by the Contract Documents, the Owner may, at its sole option and discretion, direct the Contractor to perform the Work which is the subject of the said Proposed Change Order, with claimed compensation to be accounted for pursuant to 12.6 and to be subject to the procedures of Article 13. The Contractor shall then promptly proceed with said Work. Nothing herein shall excuse the timely performance by the Contractor of the Work because any Proposed Change Order is pending.

12.5 CHANGE ORDER

12.5.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Contract Time. Change Orders shall be numbered consecutively by date of issuance by the Owner and shall, if applicable, indicate the number of the Field Order(s), Request for Proposal(s) and/or Proposed Change Order(s) to which they relate.

- 12.5.1.1 If the Owner determines that the Contractor's Proposed Change Order, submitted pursuant to Article 12.4 for a change in the Contract Sum or Contract Time, is acceptable, the Owner shall prepare and issue a Change Order which will authorize the

Contractor to proceed with the change in the Work with the adjustment to Contract Sum and Contract Time stated in the Proposed Change Order, or as otherwise may be agreed upon by the parties. The amounts stated in the Change Order for the adjustment to Contract Sum and Contract Time for the change in the Work shall be binding on the parties.

- 12.5.2 After issuance of the Change Order, the Contractor shall ensure that the amount of the Performance and Payment Bond coverage has been revised to reflect the increase in the Contract Sum due to the Change Order. Notwithstanding the foregoing, Contractor's failure to do so shall not release any surety from its obligations under any bonds.

12.6 CHANGE DIRECTIVE

- 12.6.1 If Owner and Contractor cannot agree as to whether something constitutes a change to the Work originally contemplated by the Contract Documents, or if they cannot agree as to the adjustment to the Contract Sum or Contract Time required for what Owner acknowledges to be a change to the Work constituting Extra Work, Owner may, in his sole discretion, issue a written Change Directive directing Contractor to perform such work. Contractor shall then promptly proceed with the work at issue. Owner may elect, in its sole discretion, to have the compensation or claimed compensation for such work accounted for on either a time and material basis or lump sum basis as described in 12.6.2 and 12.6.3.
- 12.6.2 If Owner elects to have the compensation and/or claimed compensation accounted for on a time and materials basis, the following procedures apply:
- 12.6.2.1 Change Directive work, the compensation or claimed compensation for which is being accounted for on a time and material basis shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors' or Sub-subcontractors', at actual cost to the entity performing the Work (without any charge for administration, clerical expense, supervision or superintendent of any nature whatsoever). The percent mark-ups for the Contractor, Subcontractors and Sub-subcontractor's shall be as described in subparagraphs 12.4.4 and 12.4.5.
- 12.6.2.2 Prior to starting the Change Directive work on a time and material basis, the Contractor shall notify the Owner in writing as to what labor, materials, equipment or rentals are to be used for the change or claimed change in the Work. During performance, the Contractor shall submit to the Owner daily time and material tickets, which shall list the categories and amounts of labor and equipment for which Change Directive compensation is to be charged for the previous work day. Such tickets shall specifically include the following information: location and description of the change in the Work, the classification of labor employed, including names and social security numbers of laborers, labor trades used, man hours, wage rates, insurance, taxes and fringe benefits, equipment and materials suppliers' quotations with detailed break-out and pricing, rental equipment hours and rates, and materials quantities and unit prices and such other evidence of cost as the Owner may require.
- 12.6.2.3 The Contractor shall commence submission of daily time and material tickets immediately upon commencement of the Change Directive work and continue to submit them until completion of the Change Directive work. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose.

12.6.2.4 No payment will be made to the Contractor for any portion of the Change Directive work that Owner acknowledges to be Extra Work unless and until such daily time and material tickets and invoices are submitted. The submission of any such ticket or invoice shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change Directive work.

12.6.2.5. For any work performed on a time and material basis, the Contractor shall submit its complete submission of the reasonable actual cost and time to perform the change in the Work within twenty (20) days after such Work has been completed. If Change Directive work includes both Work that Owner acknowledges to be Extra Work and work that Owner disputes to be Extra Work, Contractor shall clearly segregate its accounting for the two. The Owner shall review the costs and time submitted by the Contractor on the basis of reasonable expenditures and savings of those performing the Change Directive work. If such costs and time are acceptable to the Owner, or if the parties otherwise agree to the actual reasonable cost to perform the Change Directive work, a Change Order will be issued for the cost and time agreed upon. The amounts stated in the Change Order for the cost and time to perform the Change Directive work shall be binding upon the parties.

12.6.3 If Owner elects to have the compensation or claimed compensation accounted for on a lump sum basis, Owner may make a unilateral determination of a reasonable adjustment in Contract Sum and Contract Time due to the Change Directive. Any unresolved dispute about the reasonableness of Owner's unilateral determination shall be subject to Article 13, Claims and Dispute Procedure.

12.7 DECREASES AND WORK NOT PERFORMED (Deductive Change Orders)

12.7.1 Should it be deemed expedient by the Owner to decrease the dimensions, quantity of material or Work, or vary in any other way the Work required by the Contract Documents, the Owner may direct by written Change Order, such decreases to be made or performed without in any way affecting the validity of the Contract. The Contractor shall comply with the Change Order from the Owner. The difference in expense occasioned by such decrease shall be deducted from the amount payable under this Contract.

12.7.2 When Work is deleted from the Contract by Owner, the amounts to be credited to the Owner shall reflect the same current pricing as if the Work were being added to the Contract at the time the deletion is ordered, and Contractor shall provide documentation for a credit as specified in Article 12.5.4. If such deleted materials and equipment shall have already been purchased and stored on site and cannot be used in other projects, cannot be returned for credit or cannot be returned for credit at the price paid by the Contractor at the time of purchase, the Contractor shall be entitled, upon proper documentation and certification, to an adjustment in the pricing of the credit to avoid hardship to the Contractor. If necessary in order to establish such reasonable value, the Contractor may be required to submit a detailed breakdown of his original bid and all documents upon which Contractor's bid was based for the items or Work involved.

12.7.3 If Work is not performed, and such deletion of Work was not directed or approved by the Owner, the Owner shall ascertain the amount of the credit due.

12.8 CHANGES IN LINE AND GRADE

12.8.1 The Owner reserves the right to make such alterations in the line and grade of various structures or pipe lines shown on the drawings, as may be necessitated by conditions found during construction or that in the judgment of the Owner appears advisable. Such alterations shall in no way affect the validity of the Contract

- 12.8.1.1 In case of a unit price contract, if such changes increase the amount of the Work or materials, the Contractor will be paid according to the quantity of Work actually done at the prices established for such Work under the Contract.
- 12.8.1.2 In case of a lump sum contract, the price for the Work shall be determined as specified in Article 12.4, Proposed Change Order.

12.9 SUBSURFACE CONDITIONS FOUND DIFFERENT

- 12.9.1 Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, he shall immediately give Notice to the Owner of such conditions before they are disturbed. The Owner shall thereupon promptly investigate the conditions and if he finds that they materially differ from those shown on the drawings or indicated in the specifications, he shall at once make such changes in the drawings and/or specifications as he may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. Notwithstanding the foregoing, if the Contract Documents indicate elsewhere that excavation is to be on an unclassified basis, Contractor shall not be entitled to any adjustment to the Contract Sum or Contract Time based upon this 12.9.

12.10 OTHER CLAIMS

If the Contractor claims that additional cost or time is involved because of, but not limited to, (1) any written interpretation pursuant to Article 2, Architect/Engineer, (2) any order by the Owner to stop the Work pursuant to Article 3, Owner, where the Contractor was not at fault, (3) failure of payment by the Owner pursuant to Article 9 Payments and Completion, or (4) any written order for a minor change in the Work issued pursuant to Article 12.8, Changes in Line and Grade, the Contractor shall make such claim as provided in Section 12, Changes and Modification in the Work, and Article 13, Claims and Dispute Procedure.

ARTICLE 13 CLAIMS AND DISPUTE PROCEDURE

Any Claims by the Contractor arising under or relating to the Contract or the Contract Documents shall only be resolved as follows:

13.1. INITIAL NOTICE, SUBMISSION OF CLAIM, AND CONSIDERATION.

- a. The Contractor shall give the Owner and the A/E written notice of any Claim within ten (10) days of the beginning of the occurrence of the event leading to the Claim. The written notice shall be a document from the Contractor addressed to the Owner's and A/E's officials or employees designated by the Contract Documents to receive such notice, or if no one is so designated, to the Owner's City Manager and to the A/E. The written notice shall clearly state the Contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by the Owner and A/E within the ten (10) days. The Contractor shall submit the Claim and any supporting data to the Owner and A/E within thirty (30) days after the occurrence giving rise to the Claim ends. The burden shall be on the Contractor to substantiate that it has given written notice and submitted its Claim in accordance with this provision.
- b. The Claim must (i) be certified under oath as true and correct by a principal of Contractor; (ii) must be for specific relief; (iii) if any money is sought, must specify the dollar amount sought; and (iv) must contain sufficient supporting documentation to reasonably allow its consideration, including

without limitation, any documentation required by the Contract Documents. The burden shall be on the Contractor to substantiate the Claim.

- c. The Contractor shall comply with all other terms and conditions of the Contract Documents, including without limitation, those in Articles 8 and 12, as applicable. No decision by the A/E on a claim shall be binding on the Owner, but such decision shall have whatever effect on the Contractor that the Contract Documents provide.
- d. Following consideration by the A/E, and following initial, informal consideration by the Owner's City Manager or his designee, the parties shall endeavor to resolve any Claim through direct negotiations, and if such direct negotiations fail, and if the Owner requests, by non-binding mediation conducted pursuant to the Rules of the American Arbitration Association, with the site of the mediation being Lynchburg, Virginia.
- e. Should the Claim remain unresolved for more than 60 days after it is submitted, then the City Manager or his designee shall, within no later than 90 days after the Claim's submission, render a written decision on the Claim on behalf of the Owner. The Contractor may not institute any legal action with respect to the Claim until after the City Manager or his designee renders his written decision or 90 days from its receipt by the City Manager has passed, whichever comes first. The only effect of the failure by the City Manager or his designee to render a decision within this 90-day period is to allow the Contractor to institute a legal action pursuant to this provision without having to wait for a decision on the Claim concerned.

13.2 APPEAL OF DENIAL OF CLAIM.

- a. If the Owner denies in whole or part a Claim by Contractor or more than 90 days have passed since the Claim was received by the City Manager but no written decision has been issued, the Contractor may appeal denial of the claim by instituting an action in the Lynchburg Circuit Court, Lynchburg, Virginia, or if the subject or amount in controversy is within its jurisdiction, the Lynchburg General District Court, Lynchburg, Virginia, and may thereafter pursue all available appeals in Virginia state courts, to the extent they have jurisdiction.
- b. The Contractor must initiate its appeal of the Claim within 180 days of the date it first has the right to do so or the Claim will be barred and the Owner's decision will be binding and conclusive.
- c. The Contractor may not amend its Claim on appeal to increase the amount of money sought.
- d. In the event of any Claim arising, Contractor shall continue its performance diligently during such Claim's pendency and thereafter as if no Claim had arisen. During the pendency of any Claim in connection with the payments of moneys, Contractor shall be entitled to receive payments for non-disputed items, subject to any right of set-off by Owner.

13.3 Notwithstanding anything in the Contract Documents to the contrary, the Owner may, in its discretion, assert a Claim without first resorting to any procedures contained in the Contract Documents.

13.4 "Claim" means a "claim" as defined in the Lynchburg Public Procurement Code.

13.5 Notwithstanding anything in the Contract Documents to the contrary, Owner shall not be liable to Contractor for any damages or increase in the Contract Sum due to delays to Contractor, any Subcontractor, or any other person except due to extent required by Virginia Code § 2.2-4335.

ARTICLE 14 UNCOVERING AND CORRECTION OF WORK

14.1 UNCOVERING OF WORK

- 14.1.1 If any portion of the Work should be covered contrary to: (1) the request of the A/E or Owner; (2) requirements specifically expressed in the Contract Documents; or (3) the requirements of applicable permits, it must, if required in writing by the Owner, be uncovered for the Owner's and A/E's observation and shall be replaced at the Contractor's expense.
- 14.1.2 If any other portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused solely by the Owner, in which event the Owner shall be responsible for the payment of such costs. If such Work be found not in accordance with the Contract Documents and the condition was caused by a separate contractor, Contractor may proceed against said separate contractor as provided in Article 6, Work by Owner or by Separate Contractors.

14.2 WARRANTY AND CORRECTION OF WORK

- 14.2.1 The Contractor guarantees and warrants to the Owner all Work as follows:
- .1 That all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;
 - .2 That all Work will be of first-class quality and free of omissions and faulty, imperfect or defective material or workmanship;
 - .3 That the Work shall be entirely watertight and leakproof in accordance with all applicable industry customs and practices, and shall be free of shrinkage and settlement which are attributable to defective materials or workmanship;
 - .4 That the Work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
 - .5 That consistent with requirements of the Contract Documents the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and
 - .6 That the Work will be free of abnormal or unusual deterioration which occurs because of poor quality materials or workmanship.
- 14.2.2 All Work not conforming to guarantees and warranties specified in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment furnished and installed.
- 14.2.3 The Contractor shall within five (5) working days after receipt of written Notice from the Owner during the performance of the Work, reconstruct, replace or correct all Work rejected by the A/E or Owner as defective, as failing to conform to the Contract Documents, or as not in accordance with the guarantees and warranties specified in the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of

reconstructing, replacing or correcting such rejected Work, including compensation for the A/E's additional services made necessary thereby.

- 14.2.4 If, within one (1) year after the Date of Final Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor shall correct it within five (5) working days after receipt of a written Notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition pursuant to 14.3, Acceptance of Faulty, Defective or Non-Conforming Work. This obligation shall survive termination of the Contract. The Owner shall give such Notice within a reasonable time after discovery of the condition.
- 14.2.5 Subject to limitation as prescribed by law, if at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to defraud the Owner by the Contractor, any Subcontractor or supplier, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.
- 14.2.6 Any materials or other portions of the Work, installed, furnished or stored on site which are not of the character or quality required by the specifications, or are otherwise not acceptable to the Owner, shall be immediately removed and replaced by the Contractor to the satisfaction of the Owner, when notified to do so by the Owner.
- 14.2.7 If the Contractor fails to correct defective or nonconforming Work as required by Articles 13.2.3 and 13.2.4, or if the Contractor fails to remove defective or nonconforming Work from the site, as required by Article 13.2.6, the Owner may elect to either correct such Work in accordance with Article 3.5, Owner's Right to Carry Out the Work, or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten additional days written Notice, sell such Work at auction or at public or private sale and shall account for the net proceeds thereof, after deducting the costs of the sale and all of the costs that should have been borne by the Contractor, including compensation for the A/E's additional services made necessary thereby. If such proceeds of sale do not cover all costs indicated in the previous sentence, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor or its surety shall pay the difference to the Owner.
- 14.2.8 The Contractor shall bear the cost of making good all work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this Article.

14.3 ACCEPTANCE OF FAULTY, DEFECTIVE OR NON-CONFORMING WORK

If the Owner prefers to accept faulty, defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued at Owner's option, to reflect a reduction in the Contract Sum in an amount to be determined by the Owner.

ARTICLE 15 TERMINATION OF THE CONTRACT

15.1 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or anyone providing services, materials or equipment through him, or if the Owner should fail to pay to the Contractor within thirty (30) days any sum for which a

Certificate of Payment has been certified when no dispute exists as to the sum due and Owner has no right to withhold payment under any provision of the Contract Documents, then the Contractor may, upon ten (10) days written Notice to the Owner, stop Work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit on the Work performed shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire Contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the reasonable cost of physically closing down the Site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

15.2 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE

15.2.1 The Owner may terminate the Contract for cause based upon any of the following grounds:

- .1 If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency.
- .2 If the Contractor should refuse or should repeatedly fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials and equipment.
- .3 If the Contractor should fail to make prompt payment to subcontractors or suppliers of material of labor.
- .4 If the Contractor should disregard laws, ordinances, codes, regulations, or the written instructions of the Architect/Engineer or the Owner.
- .5 If the Contractor be in substantial violation of any provision of the Contract Documents.

15.2.2 For termination for cause based upon the grounds in 15.2.1.1, Owner may terminate without prior notice and without giving Contractor any opportunity to rectify the basis for termination. For termination for cause based upon any other grounds, prior to termination of the Contract, the Owner shall give the Contractor and his surety Notice followed by a ten (10) day period during which the Contractor and/or his surety may rectify the basis for the Notice. If rectified to the satisfaction of the Owner within said ten (10) days, the Owner may rescind its notice of termination. If not, the termination for cause shall become effective at the end of the ten (10) day notice period. Notwithstanding the foregoing, the Owner may, in writing, postpone the effective date of the termination for cause, at its sole discretion, if it should receive reassurances from the Contractor and/or his surety that the basis for the termination will be remedied within a time and in a manner which the Owner finds acceptable. If at any time after such postponement, the Owner determines that Contractor and/or his surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause, without the necessity of allowing any further opportunity by the Contractor and/or surety to rectify the basis for the Notice, by notifying the Contractor and his surety in writing of the termination. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

15.2.3 Upon termination of the Contract, the Contractor shall immediately cease Work, and the Owner may take possession of the site and of all materials, tools and equipment thereon and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Owner has finally completed the Work through its own resources or those of a subsequent contractor. If the Owner's damages, including the expense of finishing the Work, compensation for additional design, managerial and administrative services, any liquidated damages, and

any claims by the Owner, shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others. If the unpaid balance of the Contract Sum exceeds Owner's damages, including the costs of finishing the Work, compensation for additional design, managerial and administrative services, any liquidated damages and any claims by Owner, together with any other expenses of terminating the Contract and having it completed by others, such excess shall be paid to the Contractor.

15.2.4 If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner, with Contractor's recovery limited to what is allowed for a termination for convenience under the Contract Documents.

15.2.5 Termination of the Contract under this Section is without prejudice to any other right or remedy of the Owner.

15.3 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CONVENIENCE

15.3.1 Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written Notice of such termination. Upon such termination, the Contractor shall immediately cease Work and remove from the site all of its labor forces and such of its materials and equipment as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- .1 Amounts due for Work performed in accordance with the Contract through the date of termination.
- .2 Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.

15.3.2 In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

15.3.3 After receipt of a Notice of termination, the Contractor shall promptly submit to the Owner his termination claim. Such claim shall be submitted no later than forty-five (45) days from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination.

15.4 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

15.4.1 After receipt of a notice of termination pursuant to 15.3, Owner's Right to Terminate Contract for Convenience, the Contractor shall mitigate any damages to the extent reasonably possible.

15.4.2 In addition to the provisions of 15.4.1, the Contractor shall:

- .1 At the option of the Owner, assign to the Owner, in the manner, at the time, and to the extent directed by the Owner, all of the right, title, and interest of the Contractor under the orders and

subcontracts so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- .2 Transfer title and deliver to the Owner in the manner, at the times, and to the extent, if any, directed by the Owner:
 - a) The fabricated or un-fabricated parts, work in process, completed Work, supplies, and other material and equipment procured as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination, and
 - b) The completed or partially completed drawings, releases, information, manuals and other property which, if the Contract had been completed, would have been required to be furnished to the Owner;
- .3 Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- .4 Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.



City of Lynchburg

Abert WTP Electrical Renovations

Bid Documents

Wiley|Wilson Comm. No. 213080.20

September 12, 2014



City of Lynchburg

Abert WTP Electrical Renovations

Bid Documents

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September 12, 2014



Contact:
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SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on ac power systems up to 600 V and installed at equipment manufacturer's factory.

1.3 COORDINATION

- A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:
 - 1. Motor controllers.
 - 2. Torque, speed, and horsepower requirements of the load.
 - 3. Ratings and characteristics of supply circuit and required control sequence.
 - 4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 GENERAL MOTOR REQUIREMENTS

- A. Comply with NEMA MG 1 unless otherwise indicated.

2.2 MOTOR CHARACTERISTICS

- A. Duty: Continuous duty at ambient temperature of 40 degree C and at altitude of 3300 feet above sea level.
- B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

2.3 POLYPHASE MOTORS

- A. Description: NEMA MG 1, Design B, medium induction motor.
- B. Efficiency: NEMA Premium Energy efficient, as defined in NEMA MG 1.
- C. Service Factor: 1.15.
- D. Rotor: Random-wound, squirrel cage.
- E. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
- F. Temperature Rise: Match insulation rating.
- G. Insulation: Class F.
- H. Code Letter Designation:
 - 1. Motors 15 HP and Larger: NEMA starting Code F or Code G.
 - 2. Motors Smaller than 15 HP: Manufacturer's standard starting characteristic.
- I. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.

2.4 POLYPHASE MOTORS WITH ADDITIONAL REQUIREMENTS

- A. Motors Used with Variable Frequency Controllers: Ratings, characteristics, and features coordinated with and approved by controller manufacturer.
 - 1. Windings: Copper magnet wire with moisture-resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time rise pulses produced by pulse-width modulated inverters.
 - 2. Energy- and Premium-Efficient Motors: Class B temperature rise; Class F insulation.
 - 3. Inverter-Duty Motors: Class F temperature rise; Class H insulation.
 - 4. Thermal Protection: Comply with NEMA MG 1 requirements for thermally protected motors.

2.5 SINGLE-PHASE MOTORS

- A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:
 - 1. Permanent-split capacitor.
 - 2. Split phase.
 - 3. Capacitor start, inductor run.
 - 4. Capacitor start, capacitor run.
- B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.

- C. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- D. Motors 1/20 HP and Smaller: Shaded-pole type.
- E. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 230513

SECTION 238126 – DUCTLESS SPLIT-SYSTEM AIR-CONDITIONERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes split-system air-conditioning and heat-pump units consisting of separate evaporator-fan and compressor-condenser components.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of split-system air-conditioning units that fail in materials or workmanship within specified warranty period.

1. Warranty Period:

- a. For Compressor: Seven years from date of Substantial Completion.
- b. For Parts: Five years from date of Substantial Completion.
- c. For Labor: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Daikin AC.
 2. Mitsubishi Electric & Electronics USA, Inc.
 3. Trane.

2.2 INDOOR UNITS

- A. Ceiling-Mounted, Evaporator-Fan Components:
1. Cabinet: Enameled steel with removable panels on front and ends and discharge drain pans with drain connection.
 2. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and thermal-expansion valve. Comply with ARI 206/110.
 3. Electric Coil: Helical, nickel-chrome, resistance-wire heating elements; with refractory ceramic support bushings, automatic-reset thermal cutout, built-in magnetic contactors, manual-reset thermal cutout, airflow proving device, and one-time fuses in terminal box for overcurrent protection.
 4. Fan: Direct drive, centrifugal.
 5. Fan Motors:
 - a. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
 - b. Multitapped, multispeed with internal thermal protection and permanent lubrication.
 - c. Enclosure Type: Totally enclosed, fan cooled.
 - d. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in electrical Sections.
 6. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.
 7. Condensate Drain Pans:
 - a. Fabricated with two percent slope in at least two planes to collect condensate from cooling coils (including coil piping connections, coil headers, and return bends) and humidifiers, and to direct water toward drain connection.
 - b. Drain Connection: Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on one end of pan.

8. Air Filtration Section:
 - a. General Requirements for Air Filtration Section:
 - 1) Comply with NFPA 90A.
 - 2) Minimum Arrestance: According to ASHRAE 52.1 and MERV according to ASHRAE 52.2.
 - 3) Filter-Holding Frames: Arranged for flat or angular orientation, with access doors on both sides of unit. Filters shall be removable from one side or lifted out from access plenum.
 - b. Disposable Panel Filters:
 - 1) Factory-fabricated, viscous-coated, flat-panel type.
 - 2) Thickness: 1 inch.
 - 3) Arrestance according to ASHRAE 52.1: 80.
 - 4) Merv according to ASHRAE 52.2: 5.
 - 5) Media: Interlaced glass fibers sprayed with nonflammable adhesive.

2.3 OUTDOOR UNITS

A. Air-Cooled, Compressor-Condenser Components:

1. Casing: Steel, finished with baked enamel finish, with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Provide brass service valves, fittings, and gage ports on exterior of casing.
2. Compressor: Hermetically sealed with crankcase heater and mounted on vibration isolation device. Compressor motor shall have thermal- and current-sensitive overload devices, start capacitor, relay, and contactor.
 - a. Compressor Type: DC Inverter-Driven Rotary.
 - b. Refrigerant Charge: R-410A.
 - c. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and liquid subcooler. Comply with ARI 206/110.
3. Heat-Pump Components: Reversing valve and low-temperature-air cutoff thermostat.
4. Fan: Aluminum-propeller type, directly connected to motor.
5. Motor: Permanently lubricated, with integral thermal-overload protection.
6. Mounting Base: Polyethylene.

2.4 ACCESSORIES

- ### A. Thermostat: Low voltage wireless infrared functioning to remotely control compressor and evaporator fan, with the following features:
1. Compressor time delay.
 2. Liquid-crystal display indicating temperature, set-point temperature, time setting, operating mode, and fan speed.
 3. Fan-speed selection including auto setting.

- B. Automatic-reset timer to prevent rapid cycling of compressor.
- C. Refrigerant Line Kits: Soft-annealed copper suction and liquid lines factory cleaned, dried, pressurized, and sealed; factory-insulated suction line with flared fittings at both ends.
- D. Drain Hose: For condensate.

2.5 CAPACITIES AND CHARACTERISTICS

- A. Heating and Cooling Capacity:
 - a. See Ductless Split System Schedule on drawing M-601 for performance requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units level and plumb.
- B. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
- C. Install roof-mounted, compressor-condenser components on appropriate equipment supports. Anchor units to supports with removable, cadmium-plated fasteners.
- D. Equipment Mounting:
 - 1. Install compressor-condenser unit on polyethylene mounting base.
 - 2. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
- E. Install and connect precharged refrigerant tubing to component's quick-connect fittings. Install tubing to allow access to unit.

3.2 REFRIGERANT PIPING

- A. Follow manufacturers piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where refrigerant piping is installed adjacent to unit, allow space for service and maintenance of unit.

3.3 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace malfunctioning units and retest as specified above.
- C. Prepare test and inspection reports.

END OF SECTION 238126

SECTION 238239.19 - ELECTRIC UNIT HEATERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes electric unit heaters with propeller fans and electric-resistance heating coils.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated capacities, operating characteristics, furnished specialties, and accessories.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Markel Products; TPI Corporation.
 - 2. QMark; Marley Engineered Products.

2.2 DESCRIPTION

- A. Assembly including chassis, electric heating coil, fan, motor, and controls. Comply with UL 2021.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.3 CABINET

- A. Front Panel: Stamped-steel louver, with removable panels fastened with tamperproof fasteners.
- B. Finish: Baked enamel over baked-on primer with manufacturer's standard color, applied to factory-assembled and -tested wall and ceiling heaters before shipping.

- C. Surface-Mounted Cabinet Enclosure: Steel with finish to match cabinet.

2.4 COIL

- A. Electric-Resistance Heating Coil: Nickel-chromium heating wire, free from expansion noise and 60-Hz hum, embedded in magnesium oxide refractory and sealed in corrosion-resistant metallic sheath. Terminate elements in stainless-steel, machine-staked terminals secured with stainless-steel hardware, and limit controls for high-temperature protection.

2.5 FAN AND MOTOR

- A. Fan: Aluminum propeller directly connected to motor.
- B. Motor: Permanently lubricated.

2.6 CONTROLS

- A. Controls: Unit-mounted thermostat.
- B. Electrical Connection: Factory wire motors and controls for a single field connection with disconnect switch.

2.7 CAPACITIES AND CHARACTERISTICS

- 1. Provide units with capacities and characteristics as shown on drawing M-601.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wall and ceiling unit heaters to comply with NFPA 90A.
- B. Install wall and ceiling unit heaters level and plumb.
- C. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- D. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

END OF SECTION 238239.19

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

B. Related Requirements:

1. Section 260523 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2 and 3 control cables.

1.3 ACTION SUBMITTALS

- A. Product Data: Not Required.

1.4 INFORMATIONAL SUBMITTALS

- A. Not Required.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Alcan Products Corporation; Alcan Cable Division.
 2. Alpha Wire.
 3. Belden Inc.
 4. Encore Wire Corporation.
 5. General Cable Technologies Corporation.
 6. Southwire Incorporated.

- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2-THWN-2.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Gardner Bender.
 - 3. Hubbell Power Systems, Inc.
 - 4. Ideal Industries, Inc.
 - 5. IlSCO; a branch of Bardes Corporation.
 - 6. NSi Industries LLC.
 - 7. O-Z/Gedney; a brand of the EGS Electrical Group.
 - 8. 3M; Electrical Markets Division.
 - 9. Tyco Electronics.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-2-THWN-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.

- C. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- D. VFC Output Circuits: Type TC-ER cable with braided shield.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. 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 according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly."

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections.
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors and conductors feeding the following critical equipment and services for compliance with requirements.
 - a. Equipment Controlled by Solid State Motor Controllers.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - a. Detected, remedial action taken, and observations after remedial action.
- B. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Low-voltage control cabling.
 - 2. Control-circuit conductors.
 - 3. Identification products.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- C. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.

1.4 ACTION SUBMITTALS

- A. Product Data: Not required.

1.5 INFORMATIONAL SUBMITTALS

- A. Not required.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 LOW-VOLTAGE CONTROL CABLE

- A. Paired Cable: NFPA 70, Type CMG.
 - 1. One pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
 - 2. PVC insulation.
 - 3. Unshielded.
 - 4. PVC jacket.
 - 5. Flame Resistance: Comply with UL 1685.

2.3 CONTROL-CIRCUIT CONDUCTORS

- A. Manufacturers: Subject to compliance with requirements provide products by one of the following:
 - 1. Encore Wire Corporation.
 - 2. General Cable Technologies Corporation.
 - 3. Southwire Company.
- B. Class 1 Control Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 44.
- C. Class 2 Control Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 44.
- D. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 44.

2.4 SOURCE QUALITY CONTROL

- A. Cable will be considered defective if it does not pass tests and inspections.
- B. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Test cables on receipt at Project site.

3.2 INSTALLATION OF RACEWAYS AND BOXES

- A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.

1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high, and 2-1/2 inches deep.
 2. Flexible metal conduit shall not be used.
- B. Comply with TIA-569-B for pull-box sizing and length of conduit and number of bends between pull points.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1 and NFPA 70.
- B. General Requirements for Cabling:
1. Comply with TIA-568-C Series of standards.
 2. Cables may not be spliced.
 3. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 4. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems." Install lacing bars and distribution spools.
 5. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 6. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems." Monitor cable pull tensions.
 7. Support: Do not lay cables on removable ceiling tiles.
 8. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
- C. Installation of Control-Circuit Conductors:
1. Install wiring in raceways. Comply with requirements specified in Section 260533 "Raceways and Boxes for Electrical Systems."

3.4 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified for future use with a tag.

3.5 CONTROL-CIRCUIT CONDUCTORS

- A. Minimum Conductor Sizes:
1. Class 1 remote-control and signal circuits; No 14 AWG.

2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

3.6 GROUNDING

- A. For data communication wiring, comply with ANSI-J-STD-607-A and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.
- B. For low-voltage control wiring and cabling, comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

3.7 IDENTIFICATION

- A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Identify data and communications system components, wiring, and cabling according to TIA-606-A; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 1. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 2. Test UTP cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not after cross-connection.
 - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
- B. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 260523

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
 - 1. Underground distribution grounding.

1.3 ACTION SUBMITTALS

- A. Product Data: Not required.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Not required.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

1. Burndy; Part of Hubbell Electrical Systems.
2. Dossert; AFL Telecommunications LLC.
3. ERICO International Corporation.
4. Fushi Copperweld Inc.
5. Galvan Industries, Inc.; Electrical Products Division, LLC.
6. Harger Lightning and Grounding.
7. ILSCO.
8. O-Z/Gedney; A Brand of the EGS Electrical Group.
9. Robbins Lightning, Inc.
10. Siemens Power Transmission & Distribution, Inc.

2.2 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
 1. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 2. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 3. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad, 3/4 inch by 10 feet.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

- A. Generator: Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor and to the frame of the generator.

3.4 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Receptacle circuits.
 - 3. Three-phase motor and appliance branch circuits.
- C. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

3.5 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 2. For grounding electrode system, 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, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- D. Grounding and Bonding for Piping:
1. Metal Water Service Pipe: Install 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; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
- E. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.

3.6 FIELD QUALITY CONTROL

- A. Tests and Inspections:
1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural

drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.

- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
 - 1. Power System: 5 ohms.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
- B. Related Sections include the following:

1.3 DEFINITIONS

- A. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Not required.

- B. Shop Drawings show fabrication and installation details and include calculations for the following:

- 1. Not required.

1.6 QUALITY ASSURANCE

- A. Comply with NFPA 70.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 2. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 3. Channel Dimensions: Selected for applicable load criteria.
 - 4. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 - 5. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 - 6. Rated Strength: Selected to suit applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported and treated or coated to prevent oxidation in corrosive atmosphere.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron coated or treated to prevent oxidation in corrosive atmosphere.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; galvanized.

- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All-steel springhead type.
 7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

- 1. Secure raceways and cables to these supports with two-bolt conduit clamps.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

- 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts with.
 - 6. To Light Steel: Sheet metal screws.
 - 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Surface raceways.
 - 5. Boxes, enclosures, and cabinets.
 - 6. Handholes and boxes for exterior underground cabling.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Allied Tube & Conduit.
 - 3. Anamet Electrical, Inc.
 - 4. Electri-Flex Company.

5. O-Z/Gedney.
 6. Picoma Industries.
 7. Republic Conduit.
 8. Robroy Industries.
 9. Southwire Company.
 10. Thomas & Betts Corporation.
 11. Western Tube and Conduit Corporation.
 12. Wheatland Tube Company.
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- E. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
1. Expansion Fittings: Material to match conduit type, complying with UL 651, rated for environmental conditions were installed, and including flexible external bonding jumper.
- F. Joint Compound for GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Cooper B-Line, Inc.
 2. Hoffman.
 3. Mono-Systems, Inc.
 4. Square D.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 4 unless otherwise indicated, and sized according to NFPA 70.
1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. 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.
- D. Wireway Covers: Hinged type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

2.3 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Adalet.
 2. Cooper Technologies Company; Cooper Crouse-Hinds.
 3. EGS/Appleton Electric.
 4. Erickson Electrical Equipment Company.
 5. FSR Inc.
 6. Hoffman.
 7. Hubbell Incorporated.
 8. Kraloy.
 9. Milbank Manufacturing Co.
 10. Mono-Systems, Inc.
 11. O-Z/Gedney.
 12. RACO; Hubbell.
 13. Robroy Industries.
 14. Spring City Electrical Manufacturing Company.
 15. Stahlin Non-Metallic Enclosures.
 16. Thomas & Betts Corporation.
 17. Wiremold / Legrand.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Galvanized Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- H. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- I. Gangable boxes are allowed.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed Conduit: GRC.
 2. Concealed Conduit, Aboveground: GRC. Underground Conduit: RNC, Type EPC-40-PVC, direct buried and concrete encased when indicated on the drawings.
 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 4. Boxes and Enclosures, Aboveground: NEMA 250, Type 4.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed: GRC. Raceway locations include the following:
 - a. Equipment Rooms.
 2. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC in damp or wet locations.
 3. Damp or Wet Locations: GRC.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. 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.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.

- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Support conduit within 12 inches of enclosures to which attached.
- H. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- I. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- J. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- K. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- L. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- M. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- N. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with 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 according to NFPA 70.
- O. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where an underground service raceway enters a building or structure.
 - 2. Where otherwise required by NFPA 70.
- P. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- Q. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 degrees F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 degrees F and that has straight-run length that exceeds 100 feet.

2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 degrees F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 degrees F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 degrees F.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degrees F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per degrees F of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- R. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations.
- S. Mount boxes at heights indicated on Drawings. Install boxes with height measured to center of box unless otherwise indicated.
- T. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- U. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- V. Locate boxes so that cover or plate will not span different building finishes.
- W. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- X. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- 3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS
- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.4 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: Not required.

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.

- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

- C. Molded-PE or -PP Sleeves: Removable, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

D. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches, thickness shall be 0.052 inch.
 - b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

2.2 SLEEVE-SEAL SYSTEMS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. CALPICO, Inc.
 - c. Metraflex Company (The).
 - d. Pipeline Seal and Insulator, Inc.
 - e. Proco Products, Inc.
 - f. Roxtec, Inc.
2. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
3. Pressure Plates: Carbon steel.
4. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Presealed Systems.

2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint in."
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed
 - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION 260544

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Warning labels and signs.
 - 5. Instruction signs.
 - 6. Equipment identification labels.
 - 7. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field
 - 2. Legend: Indicate voltage and system or service type.
- C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- D. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.

1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.3 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 2. 1/4-inch grommets in corners for mounting.
 3. Nominal size, 7 by 10 inches.
- D. Warning label and sign shall include, but are not limited to, the following legends:
 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.4 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 1. Engraved legend with black letters on white face.
 2. Punched or drilled for mechanical fasteners.
 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.5 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.

- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.6 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 degrees F, According to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 degrees F.
 - 4. Color: Black except where used for color-coding.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
- G. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label. Install labels at 10-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Emergency Power.
 - 2. Power.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.

Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.

 - a. Colors for 208/120-Volt Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - b. Colors for 480/277 – Volt Circuits:
 - 1) Phase A: Brown
 - 2) Phase B: Orange
 - 3) Phase C: Yellow
 - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

- E. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- F. Control-Circuit Conductor Termination Identification: For identification at terminations provide self-adhesive, self-laminating polyester labels with the conductor designation.
- G. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- H. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- I. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- K. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer.
- L. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.

- b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
2. Equipment to Be Labeled:
- a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be [, engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Emergency system boxes and enclosures.
 - e. Enclosed switches.
 - f. Enclosed circuit breakers.
 - g. Enclosed controllers.
 - h. Variable-speed controllers.
 - i. Push-button stations.
 - j. Power transfer equipment.
 - k. Battery racks.
 - l. Power-generating units.

END OF SECTION 260553

SECTION 262200 - LOW-VOLTAGE TRANSFORMERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Distribution, dry-type transformers rated 600 V and less, with capacities up to 1500 kVA.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For transformers to include in operation, and maintenance manuals.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Sector; Eaton Corporation.
 - 2. General Electric Company.
 - 3. Square D; by Schneider Electric.
- B. Source Limitations: Obtain each transformer type from single source from single manufacturer.

2.2 GENERAL TRANSFORMER REQUIREMENTS

- A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Transformers Rated 15 kVA and Larger: Comply with NEMA TP 1 energy-efficiency levels as verified by testing according to NEMA TP 2.
- D. Cores: Electrical grade, non-aging silicon steel with high permeability and low hysteresis losses.
- E. Coils: Continuous windings without splices except for taps.
 - 1. Internal Coil Connections: Brazed or pressure type.
 - 2. Coil Material: Aluminum.
- F. Shipping Restraints: Paint or otherwise color code bolts, wedges, blocks, and other restraints that are to be removed after installation and before energizing. Use fluorescent colors that are easily identifiable inside the transformer enclosure.

2.3 DISTRIBUTION TRANSFORMERS

- A. Comply with NFPA 70 and list and label as complying with UL 1561.
- B. Cores: One leg per phase.
- C. Enclosure: Ventilated.
 - 1. NEMA 250, Type 2: Core and coil shall be encapsulated within resin compound to seal out moisture and air.
 - 2. KVA Ratings: Based on convection cooling only and not relying on auxiliary fans.

- D. Transformer Enclosure Finish: Comply with NEMA 250.
 - 1. Finish Color: Gray.
- E. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity.
- F. Insulation Class, 30 kVA and Larger: 220 deg C, UL-component-recognized insulation system with a maximum of 150-deg C rise above 40-deg C ambient temperature.
- G. Fungus Proofing: Permanent fungicidal treatment for coil and core.
- H. Low-Sound-Level Requirements: Maximum sound levels when factory tested according to IEEE C57.12.91, as follows:
 - 1. 51 to 150 kVA: 50 dBA.

2.4 IDENTIFICATION DEVICES

- A. Nameplates: Engraved, laminated-plastic or metal nameplate for each distribution transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."

2.5 SOURCE QUALITY CONTROL

- A. Test and inspect transformers according to IEEE C57.12.01 and IEEE C57.12.91.
 - 1. Resistance measurements of all windings at the rated voltage connections and at all tap connections.
 - 2. Phase relation and polarity tests at the rated voltage connections.
 - 3. Insulation Resistance Tests:
 - a. High-voltage to ground.
 - b. Low-voltage to ground.
 - c. High-voltage to low-voltage.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.
- B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.

- C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.
- D. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.
- E. Environment: Enclosures shall be rated for the environment in which they are located. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Secure transformer to concrete base according to manufacturer's written instructions.
- B. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.
- C. Remove shipping bolts, blocking, and wedges.

3.3 CONNECTIONS

- A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- D. Provide flexible connections at all conduit and conductor terminations and supports to eliminate sound and vibration transmission to the building structure.

3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA ATS for dry-type, air-cooled, low-voltage transformers. Certify compliance with test parameters.
- B. Remove and replace units that do not pass tests or inspections and retest as specified above.
- C. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 ADJUSTING

- A. Measure transformer secondary voltage at each unit with typical occupancy load. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 5 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit measurements and tap settings as test results.

3.6 CLEANING

- A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION 262200

SECTION 262413 - SWITCHBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution switchboards rated 600 V and less.
 - 2. Transient voltage suppression devices.
 - 3. Overcurrent protective devices.
 - 4. Identification.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of switchboard, overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
- B. Shop Drawings: For each switchboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings.
 - 2. Detail enclosure types.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Detail short-circuit current rating of switchboards and overcurrent protective devices.
 - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 6. Include time-current coordination curves for each type and rating of overcurrent protective device included in switchboards.
 - 7. Include schematic and wiring diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Field Quality-Control Reports:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.

3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For switchboards and components to include in emergency, operation, and maintenance manuals. Include the following:
 1. Routine maintenance requirements for switchboards and all installed components.
 2. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 3. Time-current coordination curves for each type and rating of overcurrent protective device included in switchboards.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers qualified as defined in NEMA PB 2.1 and trained in electrical safety as required by NFPA 70E.
- B. Testing Agency Qualifications: Member company of NETA or an NRTL.
 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- C. Source Limitations: Obtain switchboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- D. Product Selection for Restricted Space: Drawings indicate maximum dimensions for switchboards including clearances between switchboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- F. Comply with NEMA PB 2.
- G. Comply with NFPA 70.
- H. Comply with UL 891.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver switchboards in sections or lengths that can be moved past obstructions in delivery path.
- B. Remove loose packing and flammable materials from inside switchboards. .
- C. Handle and prepare switchboards for installation according to NEMA PB 2.1.

1.8 PROJECT CONDITIONS

- A. Installation Pathway: Remove doors, and structures to provide pathway for moving switchboards into place and replace when completed.
- B. Environmental Limitations:
 - 1. Do not deliver or install switchboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above switchboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
 - 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding 104 deg F (40 deg C).
 - b. Altitude: Not exceeding 6600 feet (2000 m).
- C. Service Conditions: NEMA PB 2, usual service conditions, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet (2000 m).
- D. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
 - 2. Indicate method of providing temporary electric service.
 - 3. Do not proceed with interruption of electric service without Owner's written permission.
 - 4. Comply with NFPA 70E.

1.9 COORDINATION

- A. Coordinate layout and installation of switchboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product by Eaton Electrical Inc. or comparable product by one of the following:
1. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 2. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 3. Square D; a brand of Schneider Electric.
- B. Front-Connected, Front-Accessible Switchboards:
1. Main Devices: Fixed, individually mounted.
 2. Branch Devices: Panel mounted.
 3. Sections front and rear aligned.
- C. Nominal System Voltage: 480Y/277 V.
- D. Main-Bus Continuous: 800 A.
- E. Indoor Enclosures: Steel, NEMA 250, Type 1.
- F. Enclosure Finish for Indoor Units: Factory-applied finish in manufacturer's standard gray finish over a rust-inhibiting primer on treated metal surface.
- G. Bus Transition and Incoming Pull Sections: Matched and aligned with basic switchboard.
- H. Hinged Front Panels: Allow access to circuit breaker, metering, accessory, and blank compartments.
- I. Pull Box on Top of Switchboard:
1. Adequate ventilation to maintain temperature in pull box within same limits as switchboard.
 2. Set back from front to clear circuit-breaker removal mechanism.
 3. Removable covers shall form top, front, and sides. Top covers at rear shall be easily removable for drilling and cutting.
 4. Bottom shall be insulating, fire-resistive material with separate holes for cable drops into switchboard.
 5. Cable supports shall be arranged to facilitate cabling and adequate to support cables indicated, including those for future installation.
- J. Buses and Connections: Three phase, four wire unless otherwise indicated.
1. Phase- and Neutral-Bus Material: Hard-drawn copper of 98 percent conductivity, silver-plated or tin-plated aluminum or copper feeder circuit-breaker line connections.
 2. Ground Bus: 1/4-by-2-inch- (6-by-50-mm-) hard-drawn copper of 98 percent conductivity, equipped with mechanical connectors for feeder and branch-circuit ground conductors.

3. Main Phase Buses and Equipment Ground Buses: Uniform capacity for entire length of switchboard's main and distribution sections. Provide for future extensions from one or both ends.
 4. Neutral Buses: 100 percent of the ampacity of phase buses unless otherwise indicated, equipped with mechanical connectors for outgoing circuit neutral cables. Brace bus extensions for busway feeder neutral bus.
 5. Isolation Barrier Access Provisions: Permit checking of bus-bolt tightness.
- K. Future Devices: Equip compartments with mounting brackets, supports, bus connections, and appurtenances at full rating of circuit-breaker compartment.
- L. Bus-Bar Insulation: Factory-applied, flame-retardant, tape wrapping of individual bus bars or flame-retardant, spray-applied insulation. Minimum insulation temperature rating of 105 deg C.

2.2 TRANSIENT VOLTAGE SUPPRESSION DEVICES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product by Eaton Electrical Inc.; Cutler-Hammer Business Unit or comparable product by one of the following:
1. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 2. Siemens Energy & Automation, Inc.
 3. Square D; a brand of Schneider Electric.
- B. Surge Protection Device Description: IEEE C62.41-compliant, integrally mounted, solid-state, parallel-connected, modular (with field-replaceable modules) type, UL 1449, second edition, short-circuit current rating matching or exceeding the switchboard short-circuit rating, and with the following features and accessories:
1. Fuses, rated at 200-kA interrupting capacity.
 2. Fabrication using bolted compression lugs for internal wiring.
 3. Integral disconnect switch.
 4. Redundant suppression circuits.
 5. Redundant replaceable modules.
 6. Arrangement with wire connections to phase buses, neutral bus, and ground bus.
 7. LED indicator lights for power and protection status.
 8. Audible alarm, with silencing switch, to indicate when protection has failed.
 9. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of system operation. Contacts shall reverse position on failure of any surge diversion module or on opening of any current-limiting device. Coordinate with building power monitoring and control system.
 10. Four digit, transient-event counter set to totalize transient surges.
- C. Peak Single-Impulse Surge Current Rating: 160 kA per mode/320 kA per phase.
- D. Withstand Capabilities: 12,000 IEEE C62.41, Category C3 (10 kA), 8-by-20-mic.sec. surges with less than 5 percent change in clamping voltage.
- E. Protection modes and UL 1449 SVR for grounded wye circuits with 480Y/277V, three-phase, four-wire circuits shall be as follows:

1. Line to Neutral: 800 V for 480Y/277
2. Line to Ground: 800 V for 480Y/277.
3. Neutral to Ground: 800 V for 480Y/277.

2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 3. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replaceable electronic trip; and the following field-adjustable settings:
 - a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long- and short-time time adjustments.
 - d. Ground-fault pickup level, time delay, and I^2t response.
 4. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor material.
 - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
 - d. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
 - e. Lockable: Each breaker shall provide capability of secure lock-out to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receive, inspect, handle, and store switchboards according to NEMA PB 2.
- B. Examine switchboards before installation. Reject switchboards that are moisture damaged or physically damaged.
- C. Examine elements and surfaces to receive switchboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install switchboards and accessories according to NEMA PB 2.1.
- B. Equipment Mounting: Install switchboards on concrete base, 4-inch (100-mm) nominal thickness.
 - 1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of concrete base.
 - 2. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
 - 3. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 4. Install anchor bolts to elevations required for proper attachment to switchboards.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from switchboard units and components.
- D. Install filler plates in unused spaces of panel-mounted sections.
- E. Install overcurrent protective devices and transient voltage suppression devices if not factory installed.
 - 1. Set field-adjustable circuit-breaker trip ranges.
- F. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Switchboard Nameplates: Label each switchboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- C. Device Nameplates: Label each disconnecting and overcurrent protective device with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

- A. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each switchboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity and phasing of each circuit.

- B. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification including phase rotation of main and feeders for correct phase rotation. 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. Switchboard will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports, including a certified report that identifies switchboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as indicated.

3.6 PROTECTION

- A. Temporary Heating: Apply temporary heat, to maintain temperature according to manufacturer's written instructions, until switchboard is ready to be energized and placed into service.

3.7 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain switchboard' overcurrent protective devices.

END OF SECTION 262413

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression 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. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
 - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 6. Include wiring diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Field Quality-Control Reports:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- B. Panelboard Schedules: For installation in panelboards.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. 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 that allows adjustments.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Keys: Two spares for each type of panelboard cabinet lock.
 - 2. Circuit Breakers Including GFCI and Ground Fault Equipment Protection (GFEP) Types: Two spares for each panelboard.

1.7 QUALITY ASSURANCE

- A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA PB 1.
- D. Comply with NFPA 70.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.
- B. Handle and prepare panelboards for installation according to NEMA PB 1.

1.9 PROJECT CONDITIONS

- A. Environmental Limitations:
 - 1. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding 23 degrees F to plus 104 degrees F.
 - b. Altitude: Not exceeding 6600 feet.

- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet.
- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Owner no fewer than Seven days in advance of proposed interruption of electric service.
 - 2. Do not proceed with interruption of electric service without Owner's written permission.
 - 3. Comply with NFPA 70E.

1.10 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, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Enclosures: Surface mounted cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 4.
 - 2. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.

3. Finishes:
 - a. Panels and Trim: Steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Galvanized steel.
 4. Directory Card: Inside panelboard door, mounted in metal frame with transparent protective cover.
- B. Incoming Mains Location: Top.
- C. Phase, Neutral, and Ground Buses:
1. Material: Tin-plated aluminum.
 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
- D. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material Hard-drawn copper, 98 percent conductivity.
 2. Main and Neutral Lugs: Mechanical type.
 3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
- E. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- F. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 DISTRIBUTION PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1, power and feeder distribution type.
- C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
1. For doors more than 36 inches high, provide two latches, keyed alike.
- D. Mains: Circuit breaker or main lugs only. See schedules on drawings.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

- F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Mains: circuit breakers or main lugs only. See schedules on drawings.
- D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.
- B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
 - 1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 - 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 - 3. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replicable electronic trip; and the following field-adjustable settings:
 - 4. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).

5. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
 - d. For first subparagraph below, 120-V units trip at 55 percent or more of rated voltage; all other voltages trip at 75.
 - e. Multipole units enclosed in a single housing or factory assembled to operate as a single unit.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receive, inspect, handle, and store panelboards according to NEMA PB 1.1.
- B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.
- C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install panelboards and accessories according to NEMA PB 1.1.
- B. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- C. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- D. Install overcurrent protective devices and controllers not already factory installed.
- E. Install filler plates in unused spaces.
- F. Arrange conductors in gutters into groups and bundle and wrap with wire ties.
- G. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. 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.
- D. Panelboards will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

- A. Adjust moving parts and operable component to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 262416

SECTION 262419 - MOTOR-CONTROL CENTERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes MCCs for use with ac circuits rated 600 V and less and having the following factory-installed components:
 - 1. Incoming main lugs and OCPDs.
 - 2. Full-voltage magnetic controllers.
 - 3. Reduced-voltage, solid-state controllers.
 - 4. Instrumentation.
 - 5. Auxiliary devices.

1.3 DEFINITIONS

- A. CPT: Control power transformer.
- B. EMI: Electromagnetic interference.
- C. GFCI: Ground fault circuit interrupting.
- D. IGBT: Insulated-gate bipolar transistor.
- E. LAN: Local area network.
- F. LED: Light-emitting diode.
- G. MCC: Motor-control center.
- H. MCCB: Molded-case circuit breaker.
- I. MCP: Motor-circuit protector.
- J. NC: Normally closed.
- K. NO: Normally open.
- L. OCPD: Overcurrent protective device.

- M. PCC: Point of common coupling.
- N. PID: Control action, proportional plus integral plus derivative.
- O. PT: Potential transformer.
- P. PWM: Pulse-width modulated.
- Q. RFI: Radio-frequency interference.
- R. SCR: Silicon-controlled rectifier.
- S. TDD: Total demand (harmonic current) distortion.
- T. THD(V): Total harmonic voltage demand.
- U. TVSS: Transient voltage surge suppressor.
- V. VFC: Variable-frequency controller.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of controller and each type of MCC. Include shipping and operating weights, features, performance, electrical ratings, operating characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For each MCC, manufacturer's approval drawings as defined in UL 845. In addition to requirements specified in UL 845, include dimensioned plans, elevations, and sections; and conduit entry locations and sizes, mounting arrangements, and details, including required clearances and service space around equipment.
 - 1. Show tabulations of installed devices, equipment features, and ratings. Include the following:
 - a. Each installed unit's type and details.
 - b. Factory-installed devices.
 - c. Enclosure types and details.
 - d. Nameplate legends.
 - e. Short-circuit current (withstand) rating of complete MCC, and for bus structure and each unit.
 - f. Features, characteristics, ratings, and factory settings of each installed controller and feeder device, and installed devices.
 - g. Specified optional features and accessories.
 - 2. Schematic Wiring Diagrams: For power, signal, and control wiring for each installed controller.
 - 3. Nameplate legends.
 - 4. Vertical and horizontal bus capacities.
 - 5. Features, characteristics, ratings, and factory settings of each installed unit.

1.5 INFORMATIONAL SUBMITTALS

- A. Standard Drawings: For each MCC, as defined in UL 845.
- B. Coordination Drawings: Floor plans, drawn to scale, showing dimensioned layout, required working clearances, and required area above and around MCCs where pipe and ducts are prohibited. Show MCC layout and relationships between electrical components and adjacent structural and mechanical elements. Show support locations, type of support, and weight on each support. Indicate field measurements.
- C. Product Certificates: For each MCC, from manufacturer.
- D. Source quality-control reports.
- E. Field quality-control reports.
- F. Load-Current and Overload-Relay Heater List: Compile after motors have been installed, and arrange to demonstrate that selection of heaters suits actual motor nameplate full-load currents.
- G. Load-Current and List of Settings of Adjustable Overload Relays: Compile after motors have been installed, and arrange to demonstrate that switch settings for motor running overload protection suit actual motors to be protected.
- H. Warranty: Sample of special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For MCCs, all installed devices, and components to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. Manufacturer's Record Drawings: As defined in UL 845. In addition to requirements specified in UL 845, include field modifications and field-assigned wiring identification incorporated during construction by manufacturer, Contractor, or both.
 - 2. Manufacturer's written instructions for testing and adjusting circuit breaker and MCP trip settings.
 - 3. Manufacturer's written instructions for setting field-adjustable overload relays.
 - 4. Manufacturer's written instructions for testing, adjusting, and reprogramming reduced-voltage, solid-state controllers.
 - 5. Manufacturer's written instructions for testing, adjusting, and reprogramming microprocessor control modules.
 - 6. Manufacturer's written instructions for setting field-adjustable timers, controls, and status and alarm points.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Control Power Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two of each size and type.
2. Indicating Lights: Two of each type and color installed.

1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Source Limitations: Obtain MCCs and controllers of a single type from single source from single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NFPA 70.
- E. IEEE Compliance: Fabricate and test enclosed controllers according to IEEE 344 to withstand seismic forces.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver MCCs in shipping splits of lengths that can be moved past obstructions in delivery paths.
- B. Handle MCCs according to the following:
 1. NEMA ICS 2.3, "Instructions for the Handling, Installation, Operation, and Maintenance of Motor Control Centers Rated Not More Than 600 Volts."
 2. NECA 402, "Recommended Practice for Installing and Maintaining Motor Control Centers."
- C. If stored in space that is not permanently enclosed and air conditioned, remove loose packing and flammable materials from inside MCCs.

1.10 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 1. Ambient Temperature: Less than 0 deg F (minus 18 deg C) or exceeding 104 deg F (40 deg C), with an average value exceeding 95 deg F (35 deg C) over a 24-hour period.
 2. Ambient Storage Temperature: Not less than minus 4 deg F (minus 20 deg C) and not exceeding 140 deg F (60 deg C).
 3. Humidity: Less than 95 percent (noncondensing).

4. Altitude: Exceeding 3300 feet (1000 m) if MCC includes solid-state devices.
- B. Interruption of Existing Electrical Service or Distribution Systems: Do not interrupt electrical service to, or distribution systems within, a facility occupied by Owner or others unless permitted under the following conditions, and then only after arranging to provide temporary electrical service according to requirements indicated:
1. Notify Owner no fewer than Seven days in advance of proposed interruption of electrical service.
 2. Indicate method of providing temporary electrical service.
 3. Do not proceed with interruption of electrical service without Owner's written permission.
 4. Comply with NFPA 70E.
- C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for MCCs, including clearances between MCCs and adjacent surfaces and other items.

1.11 COORDINATION

- A. Coordinate sizes and locations of concrete bases. Cast anchor-bolt inserts into bases.
- B. Coordinate features of MCCs, installed units, and accessory devices with remote pilot devices and control circuits to which they connect.
- C. Coordinate features, accessories, and functions of each MCC, each controller, and each installed unit with ratings and characteristics of supply circuits, motors, required control sequences, and duty cycle of motors and loads.

1.12 WARRANTY

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. Rockwell Automation, Inc.; Allen-Bradley Brand.
 3. Square D; a brand of Schneider Electric.
- B. General Requirements for MCCs: Comply with NEMA ICS 18 and UL 845.

2.2 FUNCTIONAL FEATURES

- A. Description: Modular arrangement of main units, controller units, control devices, feeder-tap units, instruments, metering, auxiliary devices, and other items mounted in vertical sections of MCC.
- B. Controller Units: Combination controller units.
 - 1. Install units up to and including Size 3 on drawout mountings with connectors that automatically line up and connect with vertical-section buses while being racked into their normal, energized positions.
 - 2. Equip units in Type B and Type C MCCs with pull-apart terminal strips for external control connections.
- C. Feeder-Tap Units: Through 225-A rating shall have drawout mountings with connectors that automatically line up and connect with vertical-section buses while being racked into their normal, energized positions.
- D. Future Units: Compartments fully bused and equipped with guide rails or equivalent, ready for insertion of drawout units.
- E. Spare Units: Installed in compartments indicated "spare."

2.3 INCOMING MAINS

- A. Incoming Mains Location: Top.
- B. Main Lugs Only: Conductor connectors suitable for use with conductor material and sizes.
 - 1. Material: Hard-drawn copper, 98 percent conductivity.
 - 2. Main and Neutral Lugs: Mechanical type.
- C. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents as indicated on project drawings.
 - 1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 - 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 - 3. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replaceable electronic trip; and the following field-adjustable settings:
 - a. Instantaneous trip.
 - b. Long- and short-time pickup levels.
 - c. Long- and short-time time adjustments.
 - d. Ground-fault pickup level, time delay, and I^2t response.
 - 4. MCCB Features and Accessories:

- a. Standard frame sizes, trip ratings, and number of poles.
- b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor material.
- c. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
- d. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
- e. Auxiliary Contacts: One SPDT switch with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.

2.4 COMBINATION CONTROLLERS

A. Full-Voltage Controllers:

1. General Requirements for Full-Voltage Enclosed Controllers: Comply with NEMA ICS 2, general purpose, Class A.
2. Magnetic Controllers: Full voltage, across the line, electrically held.
 - a. Configuration: Non-reversing or reversing as indicated in project drawings.
3. General Requirements for Reduced-Voltage, Solid-State Controllers: Comply with UL 508.
4. Reduced-Voltage, Solid-State Controllers: An integrated unit with power SCRs or IGBTs, heat sink, microprocessor logic board, door-mounted digital display and keypad, bypass contactor, and overload relay; suitable for use with NEMA MG 1, Design B, poly-phase, medium-induction motors.
 - a. Configuration: Standard duty nonreversible.
 - b. Starting Mode: Field selectable Voltage ramping Current limit, or Torque control.
 - c. Stopping Mode: Coast to stop.
 - d. Shorting (Bypass) Contactor: Operates automatically when full voltage is applied to motor, and bypasses the solid state switching devices. Solid-state controller protective features shall remain active when the shorting contactor is in the bypass mode.
 - e. Shorting and Input Isolation Contactor Coils: Pressure-encapsulated type; manufacturer's standard operating voltage, matching control power or line voltage, depending on contactor size and line-voltage rating.
 - f. Logic Board: Identical for all ampere ratings and voltage classes, with environmental protective coating.
 - g. Adjustable acceleration-rate control using voltage or current ramp, and adjustable starting torque control with up to 40 percent current limitation for 20 seconds.
 - h. Rectifier bridge shall provide stable and smooth without external feedback from the motor or driven equipment.
 - i. Keypad, front accessible; for programming the controller parameters, functions, and features; shall be manufacturer's standard and include not less than the following functions:
 - j. Adjusting motor full-load amperes, as a percentage of the controller's rating.

- k. Adjusting current limitation on starting, as a percentage of the motor full-load current rating.
- l. Adjusting linear acceleration and deceleration ramps, in seconds.
- m. Initial torque, as a percentage of the nominal motor torque.
- n. Adjusting torque limit, as a percentage of the nominal motor torque.
- o. Adjusting maximum start time, in seconds.
- p. Adjusting voltage boost, as a percentage of the nominal supply voltage.
- q. Selecting stopping mode, and adjusting parameters.
- r. Selecting motor thermal-overload protection class between 5 and 30.
- s. Activating and de-activating protection modes.
- t. Selecting or activating communications modes.
- u. Digital display, front accessible; for showing motor, controller, and fault status; shall be manufacturer's standard and include not less than the following:
 - v. Controller Condition: Ready, starting, running, stopping.
 - w. Motor Condition: Amperes, voltage, power factor, power, and thermal state.
 - x. Fault Conditions: Controller thermal fault, motor overload alarm and trip, motor underload, overcurrent, shorted switching devices, line or phase loss, phase reversal, and line frequency over or under normal.
 - y. Controller Diagnostics and Protection:
 - z. Microprocessor-based thermal protection system for monitoring SCR and motor thermal characteristics, and providing controller overtemperature and motor overload alarm and trip; settings selectable via the keypad.
 - aa. Protection from line-side reverse phasing; line-side and motor-side phase loss; motor jam, stall, and underload conditions; and line frequency over or under normal.
 - bb. Input isolation contactor that opens when the controller diagnostics detect a faulted solid-state component, or when the motor is stopped.
 - cc. Shunt trip that opens the disconnecting means when the controller diagnostics detect a faulted solid-state component.
 - dd. Remote Output Features:
 - ee. All outputs prewired to terminal blocks.
 - ff. Form C status contacts that change state when controller is running.
 - gg. Form C alarm contacts that change state when a fault condition occurs.
 - hh. Optional Features:
 - ii. Analog output for field-selectable assignment of motor operating characteristics; 4 to 20-mA dc.
 - jj. Additional field-assignable Form C contacts for alarm outputs.
 - kk. Surge suppressors in solid-state power circuits providing three-phase protection against damage from supply voltage surges 10 percent or more above nominal line voltage.
 - ll. Full-voltage bypass contactor operating automatically. Power contacts shall be totally enclosed, double break, and silver-cadmium oxide; and assembled to allow inspection and replacement without disturbing line or load wiring.

B. Disconnecting Means and OCPDs:

1. MCCB Disconnecting Means:

- a. UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents; thermal-magnetic MCCB, with inverse time-current

- element for low-level overloads and instantaneous magnetic trip element for short circuits.
 - b. Front-mounted, adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 - c. Lockable Handle: Accepts three padlocks and interlocks with cover in closed position.
 - d. Auxiliary contacts "a" and "b" arranged to activate with MCCB handle.
 - e. NO alarm contact that operates only when MCCB has tripped.
2. Solid-State Overload Relays:
- a. Switch or dial selectable for motor running overload protection.
 - b. Sensors in each phase.
 - c. Class 10/20 selectable tripping characteristic selected to protect motor against voltage and current unbalance and single phasing.
 - d. Class II ground-fault protection, with start and run delays to prevent nuisance trip on starting.
 - e. Analog communication module.
3. NO isolated overload alarm contact.
4. External overload reset push button.
- C. Control Power:
1. Control Circuits: 120-V ac; obtained from integral CPT, with primary and secondary fuses, with CPT of sufficient capacity to operate integral devices and remotely located pilot, indicating, and control devices.
- a. CPT Spare Capacity: 50 VA.

2.5 MCC CONTROL POWER

- A. Control Circuits: 120-V ac, supplied through secondary disconnecting devices from CPT.
- B. Electrically Interlocked Main and Tie Circuit Breakers: Two CPTs in separate compartments, with interlocking relays, connected to the primary side of each CPT at the line side of the associated main circuit breaker. 120-V secondary connected through automatic transfer relays to ensure a fail-safe automatic transfer scheme.
- C. Control Power Fuses: Primary and secondary fuses for current-limiting and overload protection of transformer and fuses for protection of control circuits.
- D. Control Wiring: Factory installed, with bundling, lacing, and protection included. Provide flexible conductors for No. 8 AWG and smaller, for conductors across hinges, and for conductors for interconnections between shipping units.

2.6 ENCLOSURES

- A. Indoor Enclosures: Freestanding steel cabinets unless otherwise indicated. NEMA 250, Type 1 unless otherwise indicated to comply with environmental conditions at installed location.
- B. Enclosure Finish for Indoor Units: Factory-applied finish in manufacturer's standard gray finish over a rust-inhibiting primer on treated metal surface.
 - 1. Compartments: Modular; individual lift-off doors with concealed hinges and quick-captive screw fasteners. Interlocks on units requiring disconnecting means in off position before door can be opened or closed, except by operating a permissive release device
- C. Interchangeability: Compartments constructed to allow for removal of units without opening adjacent doors, disconnecting adjacent compartments, or disturbing operation of other units in MCC; same size compartments to permit interchangeability and ready rearrangement of units, such as replacing three single units with a unit requiring three spaces, without cutting or welding.
- D. Wiring Spaces:
 - 1. Vertical wireways in each vertical section for vertical wiring to each unit compartment; supports to hold wiring in place.
 - 2. Horizontal wireways in top of each vertical section for horizontal wiring between vertical sections; supports to hold wiring in place.

2.7 AUXILIARY DEVICES

- A. General Requirements for Control-Circuit and Pilot Devices: NEMA ICS 5; factory installed in controller enclosure cover unless otherwise indicated.
 - 1. Push Buttons, Pilot Lights, and Selector Switches: Heavy duty, type.
 - a. Push Buttons: Recessed types; momentary contact unless otherwise indicated.
 - b. Pilot Lights: LED types; (Red – Run, Green - Stop); push to test.
 - c. Selector Switches: Rotary Hand – Off - Automatic type.
 - 2. Elapsed-Time Meters: Heavy duty with digital readout in hours; resettable.
 - 3. Meters: Panel type, 2-1/2-inch (64-mm) minimum size with 90- or 120-degree scale and plus or minus 2 percent accuracy with selector switches having an off position.
- B. Reversible NC/NO contactor auxiliary contact(s).
- C. Control Relays: Auxiliary and adjustable solid-state time-delay relays.
- D. Phase-Failure, Phase-Reversal, and Undervoltage and Overvoltage Relays: Solid-state sensing circuit with isolated output contacts for hard-wired connections. Provide adjustable undervoltage, overvoltage, and time-delay settings.
- E. Cover gaskets for Type 1 enclosures.

- F. Spare control-wiring terminal blocks; unwired.

2.8 CHARACTERISTICS AND RATINGS

- A. Wiring: NEMA ICS 18, Class II Type B, for starters above Size 3 Type B-D, for starter Size 3 and below.
- B. Control and Load Wiring: Factory installed, with bundling, lacing, and protection included. Provide flexible conductors for No. 8 AWG and smaller, for conductors across hinges, and for conductors for interconnections between shipping units.
- C. Nominal System Voltage: 480Y/277 V, three phase, four wire.
- D. Short-Circuit Current Rating for Each Unit: Fully rated; 42 kA.
- E. Short-Circuit Current Rating of MCC: Fully rated 42 kA.
- F. Environmental Ratings:
 - 1. Ambient Temperature Rating: Not less than 0 deg F (minus 18 deg C) and not exceeding 104 deg F (40 deg C), with an average value not exceeding 95 deg F (35 deg C) over a 24-hour period.
 - 2. Ambient Storage Temperature Rating: Not less than minus 4 deg F (minus 20 deg C) and not exceeding 140 deg F (60 deg C)
 - 3. Humidity Rating: Less than 95 percent (noncondensing).
 - 4. Altitude Rating: Not exceeding 3300 feet (1000 m).
- G. Main-Bus Continuous Rating: as required in project drawings.
- H. Horizontal and Vertical Bus Bracing (Short-Circuit Current Rating): Match MCC short-circuit current rating.
- I. Main Horizontal and Equipment Ground Buses: Uniform capacity for entire length of MCC's main and vertical sections. Provide for future extensions.
- J. Vertical Phase and Equipment Ground Buses: Uniform capacity for entire usable height of vertical sections, except for sections incorporating single units.
- K. Phase Bus Material: Hard-drawn copper of 98 percent conductivity, silver or tin plated.
- L. Ground Bus: No less than minimum size required by UL 845, hard-drawn copper of 98 percent conductivity, equipped with mechanical connectors for feeder and branch-circuit equipment grounding conductors.
- M. Front-Connected, Front-Accessible MCCs:
 - 1. Controller Units: fixed mounted.

- N. Future Devices: Equip compartments with mounting brackets, supports, bus connections, and appurtenances at full rating of unit.
- O. Bus-Bar Insulation: Factory-applied. Minimum insulation temperature rating of 105 deg C.

2.9 SOURCE QUALITY CONTROL

- A. MCC Testing: Inspect and test MCCs according to requirements in NEMA ICS 18.
- B. MCCs will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and surfaces to receive MCCs, with Installer present, for compliance with requirements for installation tolerances, and other conditions affecting performance of the Work.
- B. Examine enclosed controllers before installation. Reject enclosed controllers that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Coordinate layout and installation of MCCs with other construction including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Floor-Mounting Controllers: Install MCCs on concrete base per project drawings.
 - 1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of concrete base.
 - 2. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
 - 3. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 4. Install anchor bolts to elevations required for proper attachment to supported equipment.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

- D. Install fuses in control circuits if not factory installed. Comply with requirements in Section 262813 "Fuses."
- E. Install heaters in thermal-overload relays. Select heaters based on actual nameplate full-load amperes after motors have been installed.
- F. Install, connect, and fuse thermal-protector monitoring relays furnished with motor-driven equipment.
- G. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for identification of MCC, MCC components, and control wiring.
 - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 - 2. Label MCC and each cubicle with engraved nameplate.
 - 3. Label each enclosure-mounted control and pilot device.
 - 4. Mark up a set of manufacturer's connection wiring diagrams with field-assigned wiring identifications and return to manufacturer for inclusion in Record Drawings.
- B. Operating Instructions: Frame printed operating instructions for MCCs, including control sequences and emergency procedures. Fabricate frame of finished metal, and cover instructions with clear acrylic plastic. Mount on front of MCCs.

3.4 CONTROL WIRING INSTALLATION

- A. Install wiring between enclosed controllers and remote devices. Comply with requirements in Section 260523 "Control-Voltage Electrical Power Cables."
- B. Bundle, train, and support wiring in enclosures.
- C. Connect selector switches and other automatic-control selection devices where applicable.
 - 1. Connect selector switches to bypass only those manual- and automatic-control devices that have no safety functions when switch is in manual-control position.
 - 2. Connect selector switches within enclosed controller circuit in both manual and automatic positions for safety-type control devices such as low- and high-pressure cutouts, high-temperature cutouts, and motor overload protectors.

3.5 CONNECTIONS

- A. Comply with requirements for installation of conduit in Section 260533 "Raceways and Boxes for Electrical Systems." Drawings indicate general arrangement of conduit, fittings, and specialties.

- B. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each enclosed controller, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- D. Tests and Inspections:
 - 1. Inspect controllers, wiring, components, connections, and equipment installation. Test and adjust controllers, components, and equipment.
 - 2. Test insulation resistance for each enclosed controller element, component, connecting motor supply, feeder, and control circuits.
 - 3. Test continuity of each circuit.
 - 4. Verify that voltages at controller locations are within 10 percent of motor nameplate rated voltages. If outside this range for any motor, notify Owner before starting the motor(s).
 - 5. Test each motor for proper phase rotation.
 - 6. Perform each electrical test and visual and mechanical inspection stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 7. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 8. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
 - 9. Mark up a set of manufacturer's drawings with all field modifications incorporated during construction and return to manufacturer for inclusion in Record Drawings.
- E. Enclosed controllers will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies enclosed controllers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.7 STARTUP SERVICE

- A. Perform startup service.

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

3.8 ADJUSTING

- A. Set field-adjustable switches, auxiliary relays, time-delay relays, timers, and overload-relay pickup and trip ranges.
- B. Adjust overload relay heaters or settings if power factor correction capacitors are connected to the load side of the overload relays.
- C. Adjust the trip settings of MCPs and thermal-magnetic circuit breakers with adjustable, instantaneous trip elements. Initially adjust to six times the motor nameplate full-load amperes and attempt to start motors several times, allowing for motor cool-down between starts. If tripping occurs on motor inrush, adjust settings in increments until motors start without tripping. Do not exceed eight times the motor full-load amperes (or 11 times for NEMA Premium Efficient motors if required). Where these maximum settings do not allow starting of a motor, notify Engineer and Owner before increasing settings.
- D. Set field-adjustable switches and program microprocessors for required start and stop sequences in reduced-voltage, solid-state controllers.

3.9 PROTECTION

- A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions until enclosed controllers are ready to be energized and placed into service.
- B. Replace controllers whose interiors have been exposed to water or other liquids prior to Substantial Completion.

3.10 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain enclosed controllers, and to use and reprogram microprocessor-based, reduced-voltage, solid-state controllers.

END OF SECTION 262419

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Communications outlets.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. RFI: Radio-frequency interference.
- E. UTP: Unshielded twisted pair.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: List of legends and description of materials used for premarking wall plates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 3. Leviton Mfg. Company Inc. (Leviton).
 4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 5351 (single), CR5362 (duplex).
 - b. Hubbell; HBL5351 (single), HBL5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5361 (single), 5362 (duplex).

2.4 GFCI RECEPTACLES

- A. General Description:
1. Straight blade, feed-through type.
 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
1. Products: Subject to compliance with requirements, provide one of the following:

- a. Cooper; VGF20.
- b. Hubbell; GFR5352L.
- c. Pass & Seymour; 2095.
- d. Leviton; 7590.

2.5 TWIST-LOCKING RECEPTACLES

- A. Single Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration L5-20R, and UL 498.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; CWL520R.
 - b. Hubbell; HBL2310.
 - c. Leviton; 2310.
 - d. Pass & Seymour; L520-R.

2.6 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Single Pole:
 - b. Cooper; AH1221.
 - c. Hubbell; HBL1221.
 - d. Leviton; 1221-2.

2.7 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 1. Plate-Securing Screws: Metal with head color to match plate finish.
 2. Material for Finished Spaces: 0.035-inch- thick, satin-finished, Type 302 stainless steel.
 3. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.
- B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.
 1. Comply with UL 514 scrub water exclusion requirements.

2.8 FINISHES

- A. Device Color:

1. Wiring Devices Connected to Normal Power System: Ivory unless otherwise indicated or required by NFPA 70 or device listing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.

7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up and on horizontally mounted receptacles to the right.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.4 FIELD QUALITY CONTROL

- A. Tests for Convenience Receptacles:
1. Line Voltage: Acceptable range is 108 to 132 V.
 2. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 3. Using the test plug, verify that the device and its outlet box are securely mounted.
 4. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- B. Wiring device will be considered defective if it does not pass tests and inspections.

END OF SECTION 262726

SECTION 262813 - FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Cartridge fuses rated 600-V ac and less for use in control circuits enclosed switches.

1.3 ACTION SUBMITTALS

- A. Product Data: Not required.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. Ambient temperature adjustment information.
 - 2. Current-limitation curves for fuses with current-limiting characteristics.
 - 3. Coordination charts and tables and related data.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two of each size and type.

1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA FU 1 for cartridge fuses.
- D. Comply with NFPA 70.
- E. Comply with UL 248-11 for plug fuses.

1.7 PROJECT CONDITIONS

- A. Where ambient temperature to which fuses are directly exposed is less than 40 degrees F or more than 100 degrees F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

1.8 COORDINATION

- A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Bussmann, Inc.
 - 2. Edison Fuse, Inc.
 - 3. Ferraz Shawmut, Inc.
 - 4. Littelfuse, Inc.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.

- B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.
- C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

- A. Cartridge Fuses:
 - 1. Motor Branch Circuits: Class RK1 time delay.
 - 2. Other Branch Circuits: Class RK1, time delay.
 - 3. Control Circuits: Class CC, fast acting.

3.3 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

3.4 IDENTIFICATION

- A. Install labels complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems" and indicating fuse replacement information on inside door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 262813

SECTION 262816 - ENCLOSED CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Molded-case circuit breakers (MCCBs).
 - 2. Enclosures.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
 - 1. Enclosure types and details for types other than NEMA 250, Type 1.
 - 2. Current and voltage ratings.
 - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
 - 4. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NFPA 70.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
1. Ambient Temperature: Not less than minus 22 degrees F and not exceeding 104 degrees F.
 2. Altitude: Not exceeding 6600 feet.

1.6 COORDINATION

- A. Coordinate layout and installation of circuit breakers and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.1 MOLDED-CASE CIRCUIT BREAKERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.
- C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
- D. Features and Accessories:
1. Standard frame sizes, trip ratings, and number of poles.
 2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.
 3. Application Listing: Appropriate for application.

2.2 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install individual wall-mounted circuit breakers with tops at uniform height unless otherwise indicated.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- C. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
 - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. 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.
- B. Enclosed circuit breakers will be considered defective if they do not pass tests and inspections.

END OF SECTION 262816

SECTION 263213 - ENGINE GENERATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. This Section includes packaged engine-generator sets for standby power supply with the following features:
 - 1. Diesel engine and exhaust system.
 - 2. Engine starting system.
 - 3. Alternator and excitation system.
 - 4. Unit-mounted cooling system.
 - 5. Unit-mounted controls and monitoring.
 - 6. Outdoor enclosure.
- B. Related Sections include the following:
 - 1. Section 263600 "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and stopping signals for engine-generator sets.

1.3 DEFINITIONS

- A. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.
- B. SkVA: Starting apparent power in units of Kilovolt-Amps.
- C. SkW: Starting real power in units of Kilowatts.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Engine generator steady state and transient performance characteristics.
 - 2. Thermal damage curve for generator.
 - 3. Time-current characteristic curves for generator protective device.

- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
 - 2. Design Calculations: Signed and sealed by a qualified professional engineer. Calculate requirements for selecting vibration isolators and for designing vibration isolation bases.
 - 3. Vibration Isolation Base Details: Signed and sealed by a qualified professional engineer. Detail fabrication, including anchorages and attachments to structure and to supported equipment. Include base weights.
 - 4. Wiring Diagrams: Power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- 1. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 2. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- B. Qualification Data: For manufacturer.
 - C. Source quality-control test reports.
 - 1. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
 - 2. Report of sound generation.
 - 3. Report of exhaust emissions showing compliance with applicable regulations for Standby power.
 - 4. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
 - D. Field quality-control test reports.
 - E. Warranty: Special warranty specified in this Section.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: One for every 10 of each type and rating, but no fewer than one of each.
2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each.
3. Filters: One set each of lubricating oil, fuel, and combustion-air filters.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
 1. Maintenance Proximity: Not more than four hours' normal travel time from Installer's place of business to Project site.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 200 miles (321 km) of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- E. Comply with ASME B15.1.
- F. Comply with NFPA 37.
- G. Comply with NFPA 70.
- H. Comply with NFPA 110 requirements.
- I. Comply with UL 2200.
- J. Engine Exhaust Emissions: Comply with applicable state and local government requirements for Standby application.
- K. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.

1.9 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:

1. Notify Owner no fewer than Seven days in advance of proposed interruption of electrical service.
 2. Do not proceed with interruption of electrical service without Owner's written permission.
- B. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
1. Ambient Temperature: Minus 15 to plus 40 deg C.
 2. Altitude: Sea level to 1000 feet.
 3. Relative Humidity: 10% to 90%.

1.10 COORDINATION

- A. Coordinate size and location of concrete bases for package engine generators. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period. Warranty shall include all parts, labor, and travel charges with no deductibles for the warranty period.
1. Warranty Period: Five years or 2,500 operating hours whichever occurs first from date of Substantial Completion.

1.12 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include quarterly exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies same as those used in the manufacture and installation of original equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis for Design: Manufacturer is Caterpillar [C15/450kW/LC6134D](#) subject to compliance with requirements.

2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
 - 1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.
- C. Capacities and Characteristics:
 - 1. Power Output Ratings: Nominal ratings as indicated.
 - 2. Output Connections: Three-phase, four wire.
 - 3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.
- D. Engine-Generator-Set Minimum Performance Requirements:
 - 1. Under all specified operating conditions the engine shall not stall or the field supply to the alternator be interrupted.
 - 2. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
 - 3. Transient Voltage Performance: Not more than 30 percent variation for initial load step of 600 SkVA15 / 350 SkW and not more than 15 percent variation for second step-load increase of 250 SkVA / 75 SskW. Voltage shall recover and remain within the steady-state operating band within three seconds.
 - 4. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
 - 5. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
 - 6. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
 - 7. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
 - 8. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.

2.3 ENGINE

- A. Fuel: Fuel oil, Grade DF-2.
- B. Rated Engine Speed: 1800 rpm.

- C. Lubrication System: The following items are mounted on engine or skid:
1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Engine Fuel System:
1. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
 2. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.
- E. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 3. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 4. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
 - a. Rating: 50-psig (345-kPa) maximum working pressure with coolant at 180 deg F (82 deg C), and noncollapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- F. Muffler/Silencer: Industrial or Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
- G. Air-Intake Filter: Heavy-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.

H. Starting System:

1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
3. Cranking Cycle: 60 seconds.
4. Battery: Adequate capacity within ambient temperature range specified in Part 1 "Project Conditions" Article to provide specified cranking cycle at least three times without recharging and without permanent damage to any cell that would prevent recharging.
5. Battery Cables: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.
6. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and a minimum continuous rating sufficient to recharge the battery after three cranking cycles within one hour to sufficient energy to support one cranking cycle.
7. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236.

2.4 FUEL OIL STORAGE

- A. The engine generator fuel system shall utilize the existing adjacently located 1000 gallon above ground fuel storage.

2.5 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in separate automatic transfer switch shall initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Provision shall be made for the operation of a remote emergency-stop switch to also shut down generator set.
- B. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration.
- C. Indicating and Protective Devices and Controls: As required by NFPA 110 system, and the following:
 1. AC voltmeter.
 2. AC ammeter.
 3. AC frequency meter.
 4. DC voltmeter (alternator battery charging).
 5. Engine-coolant temperature gage.
 6. Engine lubricating-oil pressure gage.
 7. Running-time meter.

8. Ammeter-voltmeter, with selection for monitoring individual phases.
 9. Generator-voltage adjustment.
- D. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
- E. Connection to Data Link: A separate terminal block, factory wired to Form C dry contacts, for each alarm and status indication is reserved for connections for data-link transmission of indications to remote data terminals.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: Molded-case, thermal-magnetic type; 100 percent rated; complying with NEMA AB 1 and UL 489.
1. Tripping Characteristic: Electronic trip unit with adjustable LSI settings, designed specifically for generator protection.
 2. Trip Rating: Matched to generator rating.
 3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
 4. Mounting: Adjacent to or integrated with control and monitoring panel.
- B. Comply with NEMA MG 1.
- C. Electrical Insulation: Class H or Class F.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Enclosure: Weatherproof.
- G. Instrument Transformers: Mounted within generator enclosure.
- H. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.
- I. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.

2.7 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Vandal-resistant, weatherproof steel housing, wind resistant up to 100 mph (160 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
- B. Description: Prefabricated enclosure with the following features:
1. Construction: Weather proof, galvanized-steel enclosure to be mounted on concrete foundation.
 2. Structural Design and Anchorage: Comply with ASCE 7 for wind loads.
 3. Space Heater: Thermostatically controlled and sized to prevent condensation.
 4. Louvers: Equipped with bird screen and filter arranged to permit air circulation when engine is not running while excluding exterior dust, birds, and rodents.
 5. Hinged Doors: With padlocking provisions.
 6. Ventilation: Louvers equipped with bird screen and filter arranged to permit air circulation while excluding exterior dust, birds, and rodents.
 7. Thermal Insulation: Manufacturer's standard materials and thickness selected in coordination with space heater to maintain winter interior temperature within operating limits required by engine-generator-set components.
 8. Muffler Location: External to enclosure.
- C. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.
 2. Fixed Dampers: At engine cooling-air inlet and discharge. Dampers shall be closed to reduce enclosure heat loss in cold weather when unit is not operating.

2.8 VIBRATION ISOLATION DEVICES

- A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.
1. Material: Standard neoprene.
 2. Durometer Rating: 50.
 3. Number of Layers: Two.

2.9 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.10 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
- B. Project-Specific Equipment Tests: Before shipment from factory or factory authorized service facility, test engine-generator set and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
 - 1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
 - 2. Full load run.
 - 3. Maximum power.
 - 4. Voltage regulation.
 - 5. Transient and steady-state governing.
 - 6. Two-step load pickup equal to or greater than loads specified in section 2.2.
 - 7. Safety shutdown.
 - 8. Provide 14 days' advance notice of tests and opportunity for observation of tests by Owner's representative.
 - 9. Report factory test results within 10 days of completion of test.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.
- B. Examine roughing-in of piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- C. Install packaged engine generator with elastomeric isolator pads having a minimum deflection of 1 inch (25 mm) on 4-inch- (100-mm-) high concrete base.

- D. Install Schedule 40, black steel piping with welded joints and connect to engine muffler. Install thimble at wall. Piping shall be same diameter as muffler outlet.
- E. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.3 CONNECTIONS

- A. Connect fuel piping to engines with a gate valve and union and flexible connector.
 - 1. Diesel storage tanks, piping, and valves for fuel systems shown in drawings.
- B. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- C. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.4 IDENTIFICATION

- A. Identify system piping and equipment components with permanently affixed weatherproof labels and identify electrical components according to Section 260553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Tests and Inspections:
 - 1. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection. Certify compliance with test parameters.
 - 2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to:
 - a. Two-step load pickup test:
 - 1) Step 1 consisting of all normally running plant loads except backwash pumps and blowers.

- 2) Step 2 consisting of one 125HP backwash pump using solid state controller setting for slow start ramp.
 3. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.
 - a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
 - b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
 - c. Verify acceptance of charge for each element of the battery after discharge.
 - d. Verify that measurements are within manufacturer's specifications.
 4. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
 5. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
 6. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases with load bank as baseline, and then verify that performance is as specified with actual building system load steps.
 7. Harmonic-Content Tests: Measure harmonic content of output voltage under 25 percent and at 100 percent of rated linear load. Verify that harmonic content is within specified limits.
 8. Noise Level Tests: Measure A-weighted level of noise emanating from generator-set installation, including engine exhaust and cooling-air intake and discharge, at four locations on the property line, and compare measured levels with required values.
- D. Coordinate tests with tests for transfer switches and run them concurrently.
- E. Test instruments shall have been calibrated within the last 12 months, traceable to standards of NIST, and adequate for making positive observation of test results. Make calibration records available for examination on request.
- F. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
- G. Operational Test: After electrical circuitry has been energized, start unit to confirm proper motor rotation and unit operation.
- H. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- I. Remove and replace malfunctioning units and retest as specified above.
- J. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.

- K. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators. Training shall be a minimum of 2 hours and may be scheduled during startup and load bank testing. Provide at least two weeks advanced notice to Owner to ensure availability of personnel who to be trained.

END OF SECTION 263213

SECTION 263600 - TRANSFER SWITCHES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
 - 1. Single-Line Diagram: Show connections between transfer switch, power sources, and load, service ground bond to neutral, and surge suppression devices.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Data:
 - 1. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 2. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
 - 3. For Surge Protection provide copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, nominal current ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.
- B. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. Features and operating sequences, both automatic and manual.
 - 2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a response period of less than eight hours from time of notification.
- B. Field Testing Agent Qualifications: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to perform on-site testing specified in Part 3.
- C. Source Limitations: Obtain automatic transfer switch from Caterpillar, or the same manufacturer of the engine generator provided for this project as required by Section 263213 of this specification.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Comply with NEMA ICS 1.
- F. Comply with NFPA 70.
- G. Comply with NFPA 110.

1.6 FIELD CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service:
 - 1. Notify Owner no fewer than Seven days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Owner's written permission.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

- A. Contactor Transfer Switches:
 - 1. Manufacturers: Subject to compliance with requirements, provide product by Caterpillar, part number ZTSCTSE0-B0-0-060-E-SCBMJC.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Minimum of 600A continuous current at nominal 480V L-L, as applied as defined in UL 1008 for continuous loading and total system transfer.
- B. Tested Fault-Current Closing, Interrupting and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
 - 1. Transfer switch includes internal fault-current protection with service rated breaker rating of switch and trip unit combination shall be rated 50 kAIC or greater.
 - 2. Service breaker shall include electronic trip unit with adjustable LSI settings.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- D. Voltage Transients Protection: Internally mounted voltage surge suppression device(s) shall provide protection to the load from both sources including switching transients, in compliance with UL 1449, Type 2, and meets the following:
 - 1. Disconnecting means.
 - 2. Indication of protection status.
 - 3. Minimum peak surge current rating (PSCR) of the arithmetic sum of the ratings for individual protection modes not less than 200kA.
 - 4. Minimum short circuit current rating (SCCR) of not less than 100kA.
 - 5. Minimum protection mode per UL 1449 for grounded wye circuit with 480/277 V on each mode including:
 - a. Line to Neutral: 1200V.
 - b. Line to Ground: 1200V.
 - c. Line to Line: 2000V.
- E. Resistance to Damage by Voltage Transients: Components within the ATS shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- F. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- G. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 1. Switch Action: Double throw; mechanically held in both directions.
 - 2. Contacts: Silver composition or silver alloy for load-current switching. Automatic transfer-switch unit shall have separate arcing contacts.
- H. Neutral Terminal: Solid and fully rated.
- I. Heater: Equip switches exposed to outdoor temperatures and humidity with an internal heater. Provide thermostat within enclosure to control heater.

- J. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color-code or by numbered or lettered wire and cable tape markers at terminations. Color-coding and wire and cable tape markers are specified in Section 260553 "Identification for Electrical Systems."
 - 1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
 - 2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for side and bottom entrance of feeder conductors as indicated.
 - 3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.
- K. Enclosures: General-purpose NEMA 250, Type 3R complying with NEMA ICS 6 and UL 508.

2.3 AUTOMATIC TRANSFER SWITCH

- A. Switching Arrangement: Double-throw type, incapable of pauses or intermediate position stops during normal functioning, unless otherwise indicated.
- B. Manual Switch Operation: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.
- C. Manual Switch Operation: Unloaded. Control circuit automatically disconnects from electrical operator during manual operation.
- D. Programmed Neutral Switch Position: Switch operator has a programmed neutral position arranged to provide a midpoint between the two working switch positions, with an intentional, time-controlled pause at midpoint during transfer. Pause is adjustable from 0.0 to 30 seconds minimum and factory set for 0.5 second, unless otherwise indicated. Time delay occurs for both transfer directions. Pause is disabled unless both sources are live.
- E. Automatic Transfer-Switch Features:
 - 1. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
 - 2. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals. Adjustable from zero to ten seconds.
 - 3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
 - 4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
 - 5. Closed Transition Transfer: The ATS shall provide a switch for the selection of Open or Closed Transition Transfer. While in Closed Transition position the transfer from utility to generator and return to utility shall operate without interruption of electrical power to

the load. An adjustable Fail to Synchronize timer shall be provided for a minimum range of 30 seconds to 180 seconds that shall cause an indication of the failure and cause the transfer to default to Open Transition operation.

6. Test Switch: Simulate normal-source failure.
7. Switch-Position Pilot Lights: Indicate source to which load is connected.
8. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
 - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
 - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
9. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
10. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
11. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
12. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
13. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
 - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
 - b. Push-button programming control with digital display of settings.
 - c. Integral battery operation of time switch when normal control power is not available.

F. Remote Control Station Features:

1. Provide a minimum of 16-light remote annunciator with audible alarm.
2. Remote Start and Stop switch(es) for engine generator.
3. Remote switch to operate Automatic Transfer Switch (ATS) between each source. The remote transfer selection shall maintain the ATS position regardless if the Normal (utility) source is available.

2.4 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Floor-Mounting Switch: Anchor to floor by bolting.
 - 1. Concrete Bases: 4 inches high, reinforced, with chamfered edges. Extend base no more than 4 inches in all directions beyond the maximum dimensions of switch, unless otherwise indicated or unless required for seismic support. Construct concrete bases according to Section 260529 "Hangers and Supports for Electrical Systems."
- B. Annunciator and Control Panel Mounting: Flush in wall, unless otherwise indicated.
- C. Identify components according to Section 260553 "Identification for Electrical Systems."
- D. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.
 - a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.

4. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
 - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
 - c. Verify time-delay settings.
 - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
 - e. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.
 - f. Verify proper voltage phase sequence from each source, correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
 - g. Demonstrate with facility loads that while in closed transition transfer mode that the after a fail to synchronize timeout an automatic open transition transfer is accomplished successfully.
5. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from sources.
 - a. Verify grounding connections and locations and ratings of sensors.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switch and related equipment.
- B. Coordinate this training with that for generator equipment.

END OF SECTION 263600

SECTION 265100 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior lighting fixtures, lamps, and ballasts.
 - 2. Emergency lighting units.
 - 3. Exit signs.
 - 4. Lighting fixture supports.
 - 5. Retrofit kits for converting fluorescent lighting fixtures to LED.

1.3 DEFINITIONS

- A. BF: Ballast factor.
- B. CCT: Correlated color temperature.
- C. CRI: Color-rendering index.
- D. HID: High-intensity discharge.
- E. LER: Luminaire efficacy rating.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting fixture, including ballast housing if provided.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of lighting fixture including dimensions.
 - 2. Emergency lighting units including battery and charger.
 - 3. Ballast, including BF.
 - 4. Energy-efficiency data.
 - 5. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.

6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this Project.
 - a. Testing Agency Certified Data: For indicated fixtures, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining fixtures shall be certified by manufacturer.
 - b. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.
 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 2. Wiring Diagrams: For power, signal, and control wiring.
 3. Installation instructions.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 1. Lighting fixtures.
 2. Suspended ceiling components.
 3. Partitions that penetrate the ceiling or extends to within 12 inches (305 mm) of the plane of the luminaires.
 4. Structural members to which suspension systems for lighting fixtures will be attached.
- B. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.
- C. Field quality-control reports.
- D. Warranty: Sample of warranty including fluorescent to LED luminaires conversion.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.
 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Plastic Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 3. Fluorescent-fixture-mounted, emergency battery pack: One for every 20 emergency lighting unit.
 - 4. Ballasts: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 5. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

1.8 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910, complying with the IESNA Lighting Measurements Testing & Calculation Guides.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NFPA 70.
- E. FM Global Compliance: Lighting fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

1.9 COORDINATION

- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.10 WARRANTY

- A. Special Warranty for Emergency Lighting Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Emergency Lighting Unit Batteries: 10 years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.
2. Warranty Period for Emergency Fluorescent Ballast Seven years from date of Substantial Completion. Full warranty shall apply for first year, and prorated warranty for the remaining six years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product indicated on Drawings.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
- C. HID Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5B.
- D. LED Fixtures: Comply with UL 8759.
- E. Metal Parts: Free of burrs and sharp corners and edges.
- F. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- G. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- H. Diffusers and Globes:
 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
 - b. UV stabilized.
 2. Glass: Annealed crystal glass unless otherwise indicated.

- I. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 1. Label shall include the following lamp, ballast, and driver characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. Lamp diameter code (T-4, T-5, T-8, T-12, etc.), tube configuration (twin, quad, triple, etc.), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
 - c. Lamp type, wattage, bulb type (ED17, BD56, etc.), coating (clear or coated) for HID luminaires, and replaceable LED assembly type.
 - d. Start type (preheat, rapid start, instant start, etc.) for fluorescent and compact fluorescent luminaires.
 - e. Driver type for LED luminaires.
 - f. ANSI ballast type (M98, M57, etc.) for HID luminaires.
 - g. CCT and CRI for all luminaires.

2.3 DRIVERS FOR LED FIXTURES

A. General Requirements for LED Fixture Drivers

1. Comply with UL 8759.
2. Rated for 120/277 voltage.
3. Rated for use in fixture types designated in project drawings.

2.4 BALLASTS FOR LINEAR FLUORESCENT LAMPS

A. General Requirements for Electronic Ballasts:

1. Comply with UL 935 and with ANSI C82.11.
2. Designed for type and quantity of lamps served.
3. Ballasts shall be designed for full light output unless another BF, dimmer, or bi-level control is indicated.
4. Sound Rating: Class A.
5. Total Harmonic Distortion Rating: Less than 10 percent.
6. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
7. Operating Frequency: 42 kHz or higher.
8. Lamp Current Crest Factor: 1.7 or less.
9. BF: 0.88 or higher.
10. Power Factor: 0.95 or higher.
11. Parallel Lamp Circuits: Multiple lamp ballasts shall comply with ANSI C82.11 and shall be connected to maintain full light output on surviving lamps if one or more lamps fail.

B. Luminaires controlled by occupancy sensors shall have programmed-start ballasts.

C. Electronic Programmed-Start Ballasts for T8 Lamps: Comply with ANSI C82.11 and the following:

1. Automatic lamp starting after lamp replacement.
- D. Electromagnetic Ballasts: Comply with ANSI C82.1; energy saving, high-power factor, Class P, and having automatic-reset thermal protection.
1. Ballast Manufacturer Certification: Indicated by label.
- E. Single Ballasts for Multiple Lighting Fixtures: Factory wired with ballast arrangements and bundled extension wiring to suit final installation conditions without modification or rewiring in the field.
- F. Ballasts for Low-Temperature Environments:
1. Temperatures 0 Deg F (Minus 17 Deg C) and Higher: Electronic or electromagnetic type rated for 0 deg F (minus 17 deg C) starting and operating temperature with indicated lamp types.
 2. Temperatures Minus 20 Deg F (Minus 29 Deg C) and Higher: Electromagnetic type designed for use with indicated lamp types.
- G. Ballasts for Bi-Level Controlled Lighting Fixtures: Electronic type.
1. Operating Modes: Ballast circuit and leads provide for remote control of the light output of the associated lamp between high- and low-level and off.
 - a. High-Level Operation: 100 percent of rated lamp lumens.
 - b. Low-Level Operation: 30 percent of rated lamp lumens.
 2. Ballast shall provide equal current to each lamp in each operating mode.
 3. Compatibility: Certified by manufacturer for use with specific bi-level control system and lamp type indicated.

2.5 EMERGENCY FLUORESCENT POWER UNIT

- A. Internal Type: Self-contained, modular, battery-inverter unit, factory mounted within lighting fixture body and compatible with ballast. Comply with UL 924.
1. Emergency Connection: Operate one fluorescent lamp(s) continuously at an output of 1100 lumens each. Connect unswitched circuit to battery-inverter unit and switched circuit to fixture ballast.
 2. Nightlight Connection: Operate one fluorescent lamp continuously.
 3. Test Push Button and Indicator Light: Visible and accessible without opening fixture or entering ceiling space.
 - a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 4. Battery: Sealed, maintenance-free, nickel-cadmium type.

5. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.
6. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
7. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.6 FLUORESCENT LAMPS

- A. T8 rapid-start lamps, rated 32 W maximum, nominal length of 48 inches (1220 mm), 2800 initial lumens (minimum), CRI 75 (minimum), color temperature 3500 K, and average rated life 20,000 hours unless otherwise indicated.
- B. T8 rapid-start lamps, rated 17 W maximum, nominal length of 24 inches (610 mm), 1300 initial lumens (minimum), CRI 75 (minimum), color temperature 3500 K, and average rated life of 20,000 hours unless otherwise indicated.

2.7 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Reuse existing fixture support components for new fixtures.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Lighting fixtures:
 1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
 2. Install lamps in each luminaire.
- B. Temporary Lighting: If it is necessary to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.
- C. Lay-in Ceiling Lighting Fixtures Supports: Use existing grid as a support element.
- D. Suspended Lighting Fixture Support: Use existing rods as support element.
- E. Re-connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

- A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

- A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.

3.4 STARTUP SERVICE

- A. Burn-in all lamps that require specific aging period to operate properly, prior to occupancy by Owner.

END OF SECTION 265100

SECTION 265600 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Exterior solid-state lighting technology luminaires.
 - 2. Luminaire-mounted photoelectric relays.
- B. Related Sections:
 - 1. Section 265100 "Interior Lighting" for exterior luminaires normally mounted on exterior surfaces of buildings.

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color-rendering index.
- C. LED: Light Emitting Diode
- D. LER: Luminaire efficacy rating.
- E. Luminaire: Complete lighting fixture, including ballast housing if provided.
- F. Pole: Luminaire support structure, including tower used for large area illumination.
- G. Useful Life: For LED luminaire light sources, "Useful Life" is the operating hours before reaching 70 percent of the initial rated lumen output (L70) with no catastrophic failures under normal operating conditions. This is also known as 70 percent "Rated Lumen Maintenance Life" as defined in IES LM-80.

1.4 ACTION SUBMITTALS

- A. Product Data: For each luminaire, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:

1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.
2. Details of attaching luminaires and accessories.
3. Details of installation and construction.
4. Luminaire materials.
5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
 - a. Testing Agency Certified Data: For indicated luminaires, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
 - b. Manufacturer Certified Data: Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
6. Photoelectric relays.
7. Lamps, including life, output, CCT, CRI, lumens, and energy-efficiency data.
8. Materials, dimensions, and finishes of poles.
9. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.

B. Shop Drawings: Include attachments to existing poles.

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Design calculations, certified by a qualified professional engineer, indicating strength of screw on which they are based.
3. Wiring Diagrams: For power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- A. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements in AASHTO LTS-4-M and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations by a professional engineer.
- B. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.
- C. Field quality-control reports.
- D. Warranty: Sample of special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires to include in operation, and maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with IEEE C2, "National Electrical Safety Code."
- D. Comply with NFPA 70.
- E. LED Luminaires:
 - 1. Photometric Plan: For LED luminaires, include computer-generated photometric analysis of the "designed to" values for the "end of useful life" of the luminaire installation using a light loss factor of 0.7. For LED and all other types of luminaires, the submittal shall include the following:
 - a. Horizontal illuminance measurements at finished grade, taken at a maximum of every 10 feet.
 - b. Vertical illuminance measurements at 5 feet above finished grade.
 - c. Minimum and maximum footcandle levels.
 - d. Average maintained footcandle level.
 - e. Maximum to minimum ratio for horizontal illuminance only.
 - 2. Luminaire Useful Life Certificate: Submit certification from the manufacturer indicating the expected useful life of the luminaires provided. The useful life shall be directly correlated from the IES LM-80 test data using procedures outlined in IES TM-21. Thermal properties of the specific luminaire and local ambient operating temperature and conditions shall be taken into consideration.
 - 3. Provide long term lumen maintenance projections for each LED luminaire in accordance with IES TM-21. Data used for projections shall be obtained from testing in accordance with IES LM-80.
 - 4. IES LM-79 Test Report: Submit test report on manufacturer's standard production model luminaire. Submittal shall include all photometric and electrical measurements, as well as all other pertinent data outlined under "14.0 Test Report" in IES LM-79.
 - 5. Test Laboratories: Test laboratories for the IES LM-79 and IES LM-80 test reports shall be one of the following:
 - a. National Voluntary Laboratory Accreditation Program (NVLAP) accredited for solid-state lighting testing as part of the Energy-Efficient Lighting Products laboratory accreditation program.
 - b. One of the qualified labs listed on the Department of Energy – Energy Efficiency & Renewable Energy, Solid-State Lighting web site.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.

1. Warranty Period for Luminaires: Five years from date of Substantial Completion.
2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
3. Warranty Period for Color Retention: Five years from date of Substantial Completion. LED Luminaire Warranty:

Provide Luminaire Useful Life Certificate.

The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

- a. Provide a written five year on-site replacement warranty for material, fixture finish, and workmanship. On-site replacement includes transportation, removal, and installation of new products.
 - 1) Finish warranty shall include warranty against failure and against substantial deterioration such as blistering, cracking, peeling, chalking, or fading.
 - 2) Material warranty shall include:
 - a) All power supply units (drivers).
 - b) Replacement when more than 10 percent of LED sources in any lightbar or subassembly(s) are defective or non-starting.
- b. Warranty period must begin on date of beneficial occupancy. Contractor shall provide the Contracting Officer signed warranty certificates prior to final payment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, **provide product indicated on Drawings [available products that may be incorporated into the Work include, but are not limited to, product(s) indicated on Drawings].**

2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

- A. Lateral Light Distribution Patterns: Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.

- B. Metal Parts: Free of burrs and sharp corners and edges.
- C. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.
- D. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
- E. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
- F. Exposed Hardware Material: Stainless steel.
- G. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- H. LED Luminaires:
 - 1. Luminaire Efficiency: Initial delivered lumens shall produce thermal losses which are less than 10 percent when operated at steady state at average ambient temperature of 25 C, and optical losses shall be less than 15 percent.
 - 2. Depreciation: Average delivered lumen over 50,000 hours shall be minimum 85 percent of initial delivered lumens.
 - 3. LED luminaire housings shall be die cast or extruded aluminum.
 - 4. LED luminaires shall be rated for operation within an ambient temperature range of minus 30 degrees C minus 22 degrees F to[40 degrees C 104 degrees F][50 degrees C 122 degrees F].]
 - 5. Luminaires shall be UL listed for wet locations per UL 1598. Optical compartment for LED luminaires shall be sealed and rated a minimum of IP65 per NEMA IEC 60529.
 - 6. LED luminaires shall produce a minimum efficacy as shown in the following table, tested per IES LM-79. Theoretical models of initial raw LED lumens per watt are not acceptable.

Application	Luminaire Efficacy in Lumens per Watt
Exterior Pole/Arm-Mounted Area and Roadway Luminaires	65

- I. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.
- J. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
 - 1. White Surfaces: 85 percent.
 - 2. Specular Surfaces: 83 percent.
 - 3. Diffusing Specular Surfaces: 75 percent.

- K. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- L. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- M. Factory-Applied Finish for Steel luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
 - a. Color: As selected from manufacturer's standard catalog of colors.
- N. Factory-Applied Finish for Aluminum luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
 2. Natural Satin Finish: Provide fine, directional, medium satin polish (AA-M32); buff complying with AA-M20; and seal aluminum surfaces with clear, hard-coat wax.
 3. Class I, Clear Anodic Finish: AA-M32C22A41 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.
 4. Class I, Color Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 611.
 - a. Color: Black.
- O. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
1. Label shall include the following lamp characteristics:
 - a. "USES ONLY" and include specific lamp type.
 - b. CCT and CRI for all luminaires.

2.3 Solid-state Lighting Systems: LED Light Sources & LED Power Supply Units (Drivers)

A. LED Light Sources

1. Correlated Color Temperature (CCT) shall be in accordance with NEMA ANSLG C78.377: Nominal CCT: 4000 degrees K: 3985 plus or minus 275 degrees K.
2. Color Rendering Index (CRI) shall be: Greater than or equal to 70 for 4000 degrees K light sources.
3. Color Consistency: Manufacturer shall utilize a maximum 4-step MacAdam ellipse binning tolerance for color consistency of LEDs used in luminaires.

B. LED Power Supply Units (Drivers)

1. Electronic power supply.
2. Minimum efficiency shall be 85 percent.
3. Drive current to each individual LED shall not exceed 600 mA, plus or minus 10 percent.
4. Shall be rated to operate between ambient temperatures of minus 30 degrees C minus 22 degrees F and 40 degrees C 104 degrees F [50 degrees C 122 degrees F].
5. Shall be designed to operate on the voltage system to which they are connected, typically ranging from 120 V to 480 V nominal.
6. Operating frequency shall be: 50 or 60 Hz.
7. Power Factor (PF) shall be greater than or equal to 0.90.
8. Total Harmonic Distortion (THD) current shall be less than or equal to 20 percent.
9. Shall meet requirements of 47 CFR 15, Class B.
10. Shall be RoHS-compliant.
11. Shall be mounted integral to luminaire. Remote mounting of power supply is not allowed.
12. Power supplies in luminaires mounted under a covered structure, such as a canopy, or where otherwise appropriate shall be UL listed with a sound rating of A.
13. Shall be dimmable, and compatible with a standard dimming control circuit of 0 - 10V or other approved dimming system.
14. Shall be equipped with over-temperature protection circuit that turns light source off until normal operating temperature is achieved.
15. Provide surge protection integral to luminaire to meet C Low waveforms as defined by IEEE C62.41.2, Scenario 1, Location Category C.
16. Load Regulation: +/- 1 percent from no load to full load
17. Output Ripple: Less than 10 percent
18. Output shall be isolated
19. Power Supply Enclosure: Fully encased and potted, IP65
20. Primary fused
21. Life Rating: Minimum 50,000 hours.
22. Restrike shall be instant on and off, with full illumination for instant on.

2.4 GENERAL REQUIREMENTS FOR POLES SUPPORT COMPONENTS

A. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

B. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.

1. Materials: Shall not cause galvanic action at contact points.

2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
3. Anchor-Bolt Template: Plywood or steel.

PART 3 - EXECUTION

3.1 LUMINAIRE INSTALLATION

- A. Install lamps in each luminaire.
- B. Fasten luminaire to structural supports.
 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Adjust luminaires that require field adjustment or aiming. Include re-adjustment of any existing photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.

3.2 FIELD QUALITY CONTROL

- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.
- B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.
 1. Verify operation of photoelectric controls.
- C. Illumination Tests:
 1. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IESNA testing guide(s):
 - a. IESNA LM-64, "Photometric Measurements of Parking Areas."
 - b. IESNA LM-72, "Directional Positioning of Photometric Data."
- D. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION 265600



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