



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

---

PROJECT MANUAL

**CONTROLS UPGRADE  
MURRAY HILL MS  
BID #053.23.B3**

HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 Clarksville Pike  
Ellicott City, Maryland 21042

ISSUE DATE:	<b>Thursday, December 8, 2022</b>
SEALED BID FOR:	<b>Controls Upgrade – Murray Hill MS</b>
BID NUMBER:	<b>Bid #053.23.B3</b>
PRE-BID DATE:	<b>Wednesday, December 14, 2022 at 9:00 AM</b>
PRE-BID ACCESS:	<b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <b>+1 301-960-8312,,494715503#</b> United States, Silver Spring <b>Phone Conference ID: 494 715 503#</b>
SITE VISIT:	<b>Thursday, December 15, 2022 at 1:00 PM</b>
LAST DATE & TIME FOR QUESTIONS:	<b>Tuesday, December 20, 2022 at 10:00 AM in writing</b> Submit To: Kristal Burgess at <a href="mailto:Kristal_Burgess@hcpss.org">Kristal_Burgess@hcpss.org</a>
RESPOND DATE:	<b>Wednesday, January 11, 2023</b>
RESPOND TIME:	<b>1:00 P.M.</b>
PURCHASING SPECIALIST:	Ms. Kristal Burgess phone: 410-313-6723 fax: 410-313-6789 email: <a href="mailto:Kristal_Burgess@hcpss.org">Kristal_Burgess@hcpss.org</a>

Engineer/Architect:  
Building Dynamics, LLC  
8600 Foundry Street, Suite 306  
Mill Box 2054  
Savage, MD 20763



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

SECTION 00200

**NOTICE TO BIDDERS – INVITATION TO BID #053.23.B3**

**CONTROLS UPGRADE  
MURRAY HILL MIDDLE SCHOOL**

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 CLARKSVILLE PIKE  
ELLCOTT CITY, MD 21042

The Howard County Public School System requests your quote to: Provide the automatic temperatures controls upgrade, addition of electric reheat to one dedicated outdoor air system (DOAS) unit, and addition of electric reheat to 13 variable air volume (VAV) terminal units. The upgrades are intended to reduce indoor air relative humidity during cooling operation. See included contract documents (drawings and specifications) prepared by Building Dynamics, LLC and M S Engineers, Inc. dated November 21, 2022. This project is Federally funded and will require bidders to utilize Davis-Bacon Act prevailing wage rates provided by the Federal Government when determining the total cost of the project in addition to (MBE) Minority Business Enterprise compliance and other associated state requirements.

Bid documents may be obtained on **Thursday, December 8, 2022** at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>. It is the responsibility of the bidder to print documents/drawings to scale.

**A site visit will be offered at Murray Hill Middle School, 9989 Winter Sun Rd, Laurel, MD 20723 on Thursday, December 15, 2022 at 1:00 PM.** The Engineer and HCPSS Project Manager will explain the scope of the project and answer questions about the bidding documents that will assist in the preparations of bids. Attendance is not mandatory but strongly recommended and will assist the Owner in evaluating bids to determine if the bid can be considered responsive and/or responsible. **All interested bidders should meet outside the front entrance of the school prior to 1:00 PM and then will be escorted by school staff to the site.**

**A Pre-bid teleconference to be attended by all bidders will be held on Wednesday, December 14, 2022 at 9:00 AM.** Directions to join conference are as follows; **Join on your computer or mobile app** [Click here to join the meeting](#) **Or call in (audio only) +1 301-960-8312,, 494715503#** United States, Silver Spring Phone Conference ID: 494 715 503# Howard County Public School System staff will explain the scope of work and answer any questions about the bidding specifications that will assist in the preparation of bids. Attendance is not mandatory, however, it is highly recommended.

**Proposal shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Wednesday, January 11, 2023 at 1:00 P.M. to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org).** Proposals that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a zip file. To ensure delivery, if file size cumulatively exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc.

**Email subject lines, Folder names and File names shall include: “Bid Number, 053.23.B3 and Company Name”.** In the body of the email please include Bidder’s contact person’s email and cell phone number for contacting purposes if/when necessary.

Due to the current HCPSS COVID-19 safety measures in place, the bid opening will not be open to the public. Sealed bids will be opened electronically by the Purchasing Officer after the due date and time. The

Purchasing Officer shall provide the bid results via a bid tab to be posted on the school system website within a reasonable time after the bid opening for all bidders to review.

It is the bidders sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

**All questions shall be directed, in writing, no later than 10:00 AM, Tuesday, December 20, 2022 to Kristal Burgess, Procurement Specialist, [Kristal.Burgess@hcpss.org](mailto:Kristal.Burgess@hcpss.org).** The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. Bidders failing to comply with this requirement may be disqualified.

The Howard County Public School System reserves the right to waive any informalities in, or to reject any or all bids.

Instructions pertaining to the Performance and Materials Payment Bond requirements are contained in the bid documents.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

The contractor or supplier who provides materials, supplies, equipment and/or services for this project shall attempt to achieve the specific overall MBE goal of 20% percent established for this project from Minority-owned businesses.

The bidder or offeror is required to submit with its bid or proposal a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, as described in the solicitation documents. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B - MBE Participation Schedule. These two attachments must be accurate and consistent with each other. Attachment A and Attachment B shall be submitted with the sealed bid price at the place, date, and time specified in the solicitation document. The bidder or offeror must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project.

The contractor or supplier who provides materials, supplies, equipment and/or services for this project shall attempt to achieve the specific overall MBE goal of 20% percent established for this project from Minority-owned businesses. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms. Bidders are encouraged to review Section 00730 of the bidding documents for the full Minority Business Enterprise Procedures.

The bidder must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder's signature indicates that in the event that they did not meet the MBE goal or sub-goals, if applicable, that: 1) They are therefore requesting a waiver, and 2) Documentation of their good faith efforts will be provided to the school system staff within 10 days of being notified that they are the apparent low bidder.

Contractors are required to register on eMaryland Marketplace Advantage at [eMaryland Marketplace Advantage \(eMMA\)](#) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

Kristal Burgess  
Procurement Specialist



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

---

**NO BID REPLY FORM**

Sealed Bid for: **Controls Upgrade – Murray Hill MS**

Bid Number: **Bid #053.23.B3**

Bidder: \_\_\_\_\_

To assist us in obtaining good competition on our request for bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 2. We do not feel we can be competitive.
- \_\_\_\_\_ 3. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 4. We do not wish to sell to The Howard County Public School System. Our objections are:  
\_\_\_\_\_
- \_\_\_\_\_ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- \_\_\_\_\_ 6. Other: \_\_\_\_\_  
\_\_\_\_\_



## TABLE OF CONTENTS

### CONTROLS UPGRADE MURRAY HILL MIDDLE SCHOOL BID #053.23.B3

#### **DIVISION 0 – INSTRUCTIONS AND CONDITIONS**

00020	Notice to Bidders
00100	AIA Document A701-2018, Instructions to Bidders
00300	Form of Proposal - Including; MBE, Attachment A MBE, Attachment B
00310	AIA Document A310 – 2010, Bid Bond
00600	AIA Document A101-2017, Standard Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum
00601	Insurance Requirements
00610	AIA Document A312 – 2010, Performance Bond
00620	AIA Document A312 – 2010, Labor and Material Payment Bond
00700	AIA Document A201- 2007, General Conditions of the Contract for Construction
00701	Performance Evaluation Scorecard (Sample)
00730	Minority Business Enterprise (MBE) Requirements Attachment A Attachment B Attachment C Attachment D Attachment E Attachment F Attachment G
00750	Davis-Bacon Act (DBA) Prevailing Wage Rates

#### **DIVISION 01 - GENERAL REQUIREMENTS**

010000	GENERAL REQUIREMENTS
010100	SPECIAL REQUIREMENTS
011000	SUMMARY
013100	PROJECT MANAGEMENT AND COORDINATION
013300	SUBMITTAL PROCEDURES
016000	PRODUCT REQUIREMENTS
017329	CUTTING AND PATCHING
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING

#### **DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING (HVAC)**

230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC
230713	DUCT INSULATION
230923	DIRECT DIGITAL CONTROL (DDC) SYSTEMS FOR HVAC
233113	METAL DUCTS
233300	AIR DUCT ACCESSORIES
233346	FLEXIBLE DUCTS
238216.14	ELECTRIC RESISTANCE AIR COILS
239995	MECHANICAL SYSTEMS COMMISSIONING

## **DIVISION 26 – ELECTRICAL**

260000	BASIC ELECTRICAL MATERIALS AND METHODS
260500	COMMON WORK RESULTS FOR ELECTRICAL
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES
260526	GROUNDING & BONDING FOR ELECTRICAL SYSTEMS
260529	HANGERS & SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAYS & BOXES FOR ELECTRICAL SYSTEMS
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
260810	INSPECTIONS, TESTING & START-UP
262416	PANELBOARDS
262816	ENCLOSED SWITCHES & CIRCUIT BREAKERS
262923	VARIABLE FREQUENCY DRIVES

**END OF SECTION**

# **AIA® Document A701™ – 2018**

## **Instructions to Bidders**

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

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

**THE ARCHITECT:**  
(Name, legal status, address, and other information)

### **TABLE OF ARTICLES**

<b>1</b>	<b>DEFINITIONS</b>
<b>2</b>	<b>BIDDER'S REPRESENTATIONS</b>
<b>3</b>	<b>BIDDING DOCUMENTS</b>
<b>4</b>	<b>BIDDING PROCEDURES</b>
<b>5</b>	<b>CONSIDERATION OF BIDS</b>
<b>6</b>	<b>POST-BID INFORMATION</b>
<b>7</b>	<b>PERFORMANCE BOND AND PAYMENT BOND</b>
<b>8</b>	<b>ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS</b>

### **ADDITIONS AND DELETIONS:**

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## **ARTICLE 1 DEFINITIONS**

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2007 Edition and as modified by Howard county Public School System or other Contract Documents as applicable to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

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

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 COPIES**

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

*(Paragraphs deleted)*

The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

*(Paragraph deleted)*

## **§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Construction Manager and Architect at least seven business days prior to the date for receipt of Bids.

*(Paragraphs deleted)*

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

## **§ 3.3 SUBSTITUTIONS**

*(Paragraph deleted)*

§ 3.3.1 Bids shall be based upon the materials, systems and equipment required by the bidding documents without exception. Proposed substitute products or manufacturers shall be submitted in accordance with the following provisions:

- a. No substitutions will be considered prior to receipt of bids. The Contract award will be made solely on the basis of Base bid, Alternate Bids with regard to proposed substitutions and deducts when requested.
- b. Bidders may propose substitutions for the materials, systems and equipment specified or whom by listing them in the space provided on the Form of Proposal, along with any stipulated cost adjustment (add. deduct or no change) in the Base Bid or Alternate bids. Proposed substitutions may be accepted with the award of the contract or later by the Owner.
- c. Provide all necessary backup data for proposed substitutions at time of bid for review by Owner.
- d. The Architect will evaluate all substitutions based on compliance with the environmental goals stated in the specifications. All proposed substitutions shall document and demonstrate meeting or exceeding LEED certification requirements through product data, MSDS sheets and other supporting literature that highlight conformance. Any substitution that does not have this information highlighted will be rejected.

§ 3.3.2 It is the responsibility of the bidder to provide documentation with the bid at the date and time set forth for submission. The burden of proof that proposed substitutes are in fact equal or better falls on the bidder and proof must be to the satisfaction of HCPSS. The HCPSS shall be the sole authority as to whether proposed substitute items meet specifications or are an approved equal. The HCPSS decision of approving or disapproving of a proposed equal shall be final.

*(Paragraphs deleted)*

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

*(Paragraphs deleted)*

**§ 3.4 ADDENDA**

**§ 3.4.1** Addenda will be

*(Paragraphs deleted)*

posted on the school system website.

**§ 3.4.2** Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

**§ 3.4.3** Addenda will be issued no later than two days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

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

**ARTICLE 4 BIDDING PROCEDURES**

**§ 4.1 PREPARATION OF BIDS**

**§ 4.1.1** Bids shall be submitted on the forms included with the Bidding Documents. Submit Form of Proposal (Bids) in triplicate.

**§ 4.1.2** All blanks on the bid form shall be legibly executed in a non-erasable medium. If blanks do not apply insert " O " in spaces.

**§ 4.1.3** Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

**§ 4.1.4** All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

**§ 4.1.5** Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

*(Paragraphs deleted)*

**§4.1.6** All addenda shall be acknowledged on the Form of Proposal

**§ 4.2 BID SECURITY**

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

**4.2.2** Bonds shall be written by a bonding company that must be licensed with Maryland Insurance Administration to do business in the state of Maryland and otherwise acceptable to the Howard County Public School System. The Contractor shall use Bond Form provided by the Owner AIA 310 Bid Bond, in order to satisfy the Bond requirements referenced in this Article and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney in an amount not less than required.

**4.2.3** The bonding company furnishing the Bid Bond shall provide upon request to the Purchasing Department, the following statement, signed by an authorized representative for the bonding company: **As surety for (Name of**

Contractor), (Name of Bonding Company), hereby agrees to furnish the 100% Performance, Labor and Materials Bonds, as required by the specifications for the (Name of Project), on behalf of the Contractor, in the event that such firm be the successful bidder for this project. Failure to provide this statement may be cause to reject submitted bid.

§ 4.2.4 Bid Bond shall be in the amount of 5% of the Base Bid.

*(Paragraph deleted)*

§ 4.2.5 The apparent low bidder, upon notification, shall provide to the Owner/ Purchasing Office within 24 hours three (3) references of successfully completed projects from General Contractors and/or Construction Managers and/or Owners. Failure to provide these references will be cause to reject the submitted bid.

*(Paragraphs deleted)*

§ 4.2.6 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either

- (a) the Contract has been executed and bonds, if required, have been furnished, or
- (b) the specified time has elapsed so that Bids may be withdrawn or
- (c) all Bids have been rejected.

§ 4.2.7 To protect the public interest the Owner may request a D & B (Dun & Bradstreet ®) report on the apparent low bidder. D & B rating less than A shall be cause for rejection of bid by Owner.

§ 4.2.8 Owner reserves the right to request from apparent low bidder financial statements for the firm for up to 3 fiscal years..

### § 4.3 SUBMISSION OF BIDS

#### § 4.3.1

*(Paragraphs deleted)*

All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

*(Paragraph deleted)*

### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date and time stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for



*(Paragraphs deleted)*

the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### § 5.2 REJECTION OF BIDS

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

### § 5.3 ACCEPTANCE OF BID (AWARD)

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

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

## ARTICLE 6 POST-BID INFORMATION

*(Paragraphs deleted)*

### § 6.3 SUBMITTALS

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

.1

*(Paragraphs deleted)*

names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

*(Paragraphs deleted)*

§ 6.3.3 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

*(Paragraph deleted)*

### § 7.1 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1.1 The Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder and complying with the requirements of

Maryland Law. Both bonds shall be in the amount of one hundred percent (100%) of the Contract amount and shall name the Howard County Board of Education as Obligee.

§ 7.1.2 Bonds shall be written by a bonding company that must be licensed with MD Insurance Administration to do business in the State of Maryland and otherwise acceptable to the Howard County Public School System. The Contractor shall use Bond Forms provided by the Owner AIA Document A312 - 2010 Performance Bond and AIA Document A312 - 2010 Labor and Material Payment Bond, in order to satisfy the Bond requirements referenced in this Article.

§ 7.1.3 Owner reserves the right to request from Contractor financial statements for the firm for up to prior 3 fiscal years.

§ 7.1.4 To protect the public interest the Owner may request a D & B report on the Contractor. Should the D & B rating fall below the awarded rating, Contractor shall advise Owner of his corrective measures.

§ 7.1.5 Firms issuing said bonds must be licensed to write bonds in the State of Maryland. The Contractor shall pay the premiums for required bonds. Obtainage of the required bonds by Contractor shall be a condition precedent to effectuation of the Contract between Owner and Contractor. If additional work is authorized, the amounts of the bonds shall be increased to cover the value of the increased Contract sum. All bonds shall conform to the requirements of the Maryland Little Miller Act. All bonds shall be subject to Owner's approval.

*(Paragraphs deleted)*

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

§ 7.1.7 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

## § 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner with the executed contract and dated with the date of contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312-2010, Performance Bond and Labor and Material Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

*(Paragraph deleted)*

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

## ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101-2007 edition as modified by Howard County Public School System, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

*(Table deleted)(Paragraphs deleted)(Paragraphs deleted)*

SECTION 003000  
FORM OF PROPOSAL

CONTROLS UPGRADE  
Murray Hill MS  
BID #053.23.B3

Date: \_\_\_\_\_ Owner:

Board of Education  
of Howard County Maryland  
10910 Clarksville Pike  
Ellicott City, MD 21042  
Tel (410) 313-6723

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Engineer/Architect: Building Dynamics, LLC  
8600 Foundry Street, Suite 306  
Mill Box 2054  
Savage, MD 20763

The undersigned, having carefully examined the Bid Announcement and Bid Documents proposes to furnish all specified materials and specified equipment in strict accordance with the aforesaid documents for the Lump Sums as follows:

**BASE BID**

1. Complete installed cost for the Controls Upgrade at Murray Hill MS and all appurtenances, as indicated on the drawings, specifications and addenda.

**TOTAL PROJECT COST – Controls Upgrade**

**Murray Hill Middle School** \$ \_\_\_\_\_

Please indicate below your Total Base Bid amount in words:

\_\_\_\_\_ and ---- /100 Dollars.

NOTE: Bid Form shall reflect bids for the project as shown in the Contract Specifications and addenda. Substitutions shall be included in the section "Proposed Substitutions."

\* Note: References to Architect will also include Engineer in all bid documents.

## **EQUIPMENT AND MANUFACTURERS**

All bidders on the project are hereby required to name at time of bid the manufacturer name to be provided as part of their bid in accordance with the contract documents.

Controls Upgrade

Manufacturer: \_\_\_\_\_

## **PROPOSED SUBSTITUTIONS**

Proposed substitutions shall be submitted in accordance with Instructions to Bidders, see Section 00100 Instructions to Bidders, Article 3, Bidding Documents, 3.3 Substitutions. Bids will be considered on systems, processes, or products of manufacturers other than those cited if accompanied by detailed technical specifications for each item, catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference.

Proposed Substitutions

Price Change

_____	\$ _____
_____	\$ _____
_____	\$ _____

**SUBCONTRACTORS:** Bidders are hereby required to name the subcontractors as part of their bid package.

Name of Company

Type of Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## **REFERENCES**

Bidders are hereby required to list three references for whom similar work has previously been performed within the last three years:

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

Address of Site: \_\_\_\_\_

Nature of Job: \_\_\_\_\_

Person to contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Address of Site: \_\_\_\_\_

Nature of Job: \_\_\_\_\_

Person to contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Address of Site: \_\_\_\_\_

Nature of Job: \_\_\_\_\_

Person to contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

## COMPANY INFORMATION

Name of company	years in business
-----------------	-------------------

Street Address

City	State	Zip
------	-------	-----

Telephone # _____	Fax # _____
-------------------	-------------

**CONTRACT ADMINISTRATOR**

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Cell phone \_\_\_\_\_ e-mail \_\_\_\_\_

## **ADDENDA**

Receipt of the following addenda is acknowledged:

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

## **WARRANTY TO THE LUMP SUM**

The undersigned affirms that the above base bid and alternates represents the entire cost of the project in accordance with the bid documents and that no claim will be made on account of any increase in wage, scales, material prices, taxes, fasts, cost indexes or any other rate affecting the construction industry and/or this project.

If the undersigned received written notice of the acceptance, at his designated address, within sixty (60) days after bid opening (or later if bid has not been withdrawn), the undersigned agrees to execute and deliver a contract and bonds in accordance with the bid as accepted, within seven (7) days after receiving notice, or forfeit the amount of the bid bond.

## **AFFIDAVIT**

**Special Instructions:** An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized

Representative of the firm named \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the authority to make this

affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, employees, agents, or employees of agents who are directly involved in obtaining or performing contracts with any public bodies has:

- (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
- (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

- (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
- (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
- (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
- (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. **The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:**

***If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm and the sentence or disposition of the charge.***

---

**(you may attach an explanation as necessary)**

---

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 ( C ) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

**The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract.**



**Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgment of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.**

**I DO SOLEMNLY DECLARE AND AFFIRM** under the penalties of penalties that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and with full authority by the bidder named below.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name of Bidder)

\_\_\_\_\_  
(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC

Name\_\_\_\_\_

Seal:

My Commission Expires\_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(E-mail address)

Contractor's License Number # \_\_\_\_\_

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation

( ) Partnership

( ) Individual

( ) Other

eMaryland Marketplace Advantage (eMMA)#: \_\_\_\_\_

PROJECT: \_\_\_\_\_

PSC#: \_\_\_\_\_

**Attachment A (page 1 of 2)**

**CERTIFIED MINORITY BUSINESS ENTERPRISE  
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

***NOTE: You must include this document with your bid or offer. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.***

\* \* \* \* \*

**Part I.**

I acknowledge the:

- Overall certified MBE subcontract participation goal of 20%. and
- The subgoals, if applicable, of:
  - \_\_\_\_\_ % for certified African American-owned businesses and
  - \_\_\_\_\_ % for certified Women-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

**Part II.**

Check ONE Box

**NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD**

**NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD**

- 1 ☐ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.
- or**
- 2 ☐ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: \_\_\_\_\_ %
- Waiver of MBE subcontract participation subgoals, if applicable:
  - \_\_\_\_\_ % for certified African American-owned businesses and
  - \_\_\_\_\_ % for certified Woman-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

or

- 3 ☐ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

### Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

**I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address (continued)

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

October 2017

**ATTACHMENT B  
MBE PARTICIPATION SCHEDULE**

**REVISED**

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name			2. Prime Contractor's Address/Telephone Number																										
3. Project/School Name			4. Project/School Location																										
5. LEA Name: _____  PSC Number: _____			6. Base Bid Amount     \$ _____  Acceptance Alternates \$ _____  Total                         \$ _____																										
<b>7a.</b> Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic <input type="checkbox"/> Disabled																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Subcontractor Firm (Select One)</th> <th style="width:20%;">Allowable Percentage</th> <th style="width:20%;">Percentage of Total Contract</th> <th style="width:20%;">Subcontractor Dollar Amount</th> <th style="width:20%;">Participation Amount</th> </tr> </thead> <tbody> <tr> <td>MDOT Certified Firm</td> <td align="center">100%</td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td rowspan="2">MDOT Certified Prime Contractor</td> <td>50% of established goal    OR</td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>100% of one subgroup contract subgoal</td> <td></td> <td></td> <td></td> </tr> <tr> <td>MDOT Certified Supplier, Wholesaler and Regular Dealer</td> <td align="center">60%</td> <td></td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>						Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount	MDOT Certified Firm	100%		\$	\$	MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$	100% of one subgroup contract subgoal				MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount																									
MDOT Certified Firm	100%		\$	\$																									
MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$																									
	100% of one subgroup contract subgoal																												
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$																									
<b>7b.</b> Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic <input type="checkbox"/> Disabled																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Subcontractor Firm (Select One)</th> <th style="width:20%;">Allowable Percentage</th> <th style="width:20%;">Percentage of Total Contract</th> <th style="width:20%;">Subcontractor Dollar Amount</th> <th style="width:20%;">Participation Amount</th> </tr> </thead> <tbody> <tr> <td>MDOT Certified Firm</td> <td align="center">100%</td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td rowspan="2">MDOT Certified Prime Contractor</td> <td>50% of established goal    OR</td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>100% of one subgroup contract subgoal</td> <td></td> <td></td> <td></td> </tr> <tr> <td>MDOT Certified Supplier, Wholesaler and Regular Dealer</td> <td align="center">60%</td> <td></td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>						Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount	MDOT Certified Firm	100%		\$	\$	MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$	100% of one subgroup contract subgoal				MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount																									
MDOT Certified Firm	100%		\$	\$																									
MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$																									
	100% of one subgroup contract subgoal																												
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$																									
<b>7c.</b> Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic <input type="checkbox"/> Disabled																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Subcontractor Firm (Select One)</th> <th style="width:20%;">Allowable Percentage</th> <th style="width:20%;">Percentage of Total Contract</th> <th style="width:20%;">Subcontractor Dollar Amount</th> <th style="width:20%;">Participation Amount</th> </tr> </thead> <tbody> <tr> <td>MDOT Certified Firm</td> <td align="center">100%</td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td rowspan="2">MDOT Certified Prime Contractor</td> <td>50% of established goal    OR</td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>100% of one subgroup contract subgoal</td> <td></td> <td></td> <td></td> </tr> <tr> <td>MDOT Certified Supplier, Wholesaler and Regular Dealer</td> <td align="center">60%</td> <td></td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>						Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount	MDOT Certified Firm	100%		\$	\$	MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$	100% of one subgroup contract subgoal				MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount																									
MDOT Certified Firm	100%		\$	\$																									
MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$																									
	100% of one subgroup contract subgoal																												
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$																									
8. MBE Total Amount			9. Total MBE Percent of Entire Contract																										
<b>10. Form Prepared by:</b> Name: _____ Title: _____ Date: _____			<b>11. Reviewed and Accepted by Board of Edu. MBE Liaison</b> Name: _____ Title: _____ Date: _____																										

Total MBE Participation:	\$ _____	_____ %	
Total African-American Participation:	\$ _____	_____ %	
Total Women Owned MBE Participation:	\$ _____	_____ %	
Total Other Participation:	\$ _____	_____ %	

# **AIA® Document A101® – 2017**

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

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021  
(In words, indicate day, month and year)

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

and the Contractor:  
(Name, address and other information)

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

The Architect:  
(Name, address and other information)

The Owner and Contractor agree as follows.  
**TABLE OF ARTICLES**

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

### **ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:02:48 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1416974200)

issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

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

Contract Package:

Alternate No.:

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

*(Paragraphs deleted)*

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Paragraphs deleted)*

§ 3.2 The Contract Time shall be measured from the date of commencement, that shown on the Progress Schedule.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ..... The respective dates applicable to this Contract as indicated on the Progress Schedule. The fully developed Progress Schedule issued by Architect/Owner, and hereby fully incorporated into this Agreement, contains

### Portion of Work

100 % Complete

, subject to adjustments of this Contract Time as provided in the Contract Documents.

. Liquidated Damages in the sum of one thousand (\$1000.00) for each calendar day shall be assessed for any delays in achieving Substantial Completion, except as noted in Article 8 of the General Conditions of the Contract for Construction. "Substantial Completion" as defined in Article 9.8 of the General Conditions of the Contract for Construction. In addition to Liquidated Damages for delay, as provided above, the Owner shall be entitled to such other damages for breach of contract as more fully provided in the General Conditions for Contract for Construction.

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract including Alternates and Substitutions the Contract Sum shall be:

\$... .. (\$),

subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Alternate Numbers:

N/A

Init.

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

**§ 4.3 Unit prices, if any:**

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

**Item**

As listed in the Form of Proposal;

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

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

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

Contractor shall submit to the Architect on the last day of each month a draft of a Standard Monthly Contractors Requisition for Payment, on AIA Document G702 – 1992 and AIA Document G703 – 1992

(Paragraphs deleted)

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

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 % )
- .2 Portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 % );

(Paragraphs deleted)

**§ 5.1.7 Deleted**

(Paragraphs deleted)

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

As described in the General Conditions for the Contract of Construction.

Init.



§ 5.1.9 Deleted

§ 5.2 FINAL PAYMENT

§ 5.2.1 1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor in accordance with Paragraph 9.10 of the General Conditions for Contract.

§ 5.2.2 Deleted

*(Paragraphs deleted)*

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1

*(Paragraphs deleted)*

As specified in Contract Documents

*(Paragraphs deleted)*

§ 6.2 Deleted

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 and modifications made by Howard County Public School System.

*(Paragraphs deleted)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 and modifications made by Howard County Public School System.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 and modifications made by Howard County Public School System or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

*(Paragraphs deleted)*

§ 8.4 The Contractor's representative:

*(Name, address and other information)*

§ 8.5 The Contractor's representative shall not be changed without ten days' written notice to the Owner

*(Paragraphs deleted)*

§ 8.6 Delete:

Init.

AIA Document A101® - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:02:48 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1416974200)

(Paragraphs deleted)

## **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is the executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997 and modifications made by Howard County Public School System.

§ 9.1.2 The General Conditions are the 2007 edition of the General Conditions of the Contract for Construction, AIA Document A201-2007 and modifications made by Howard County Public School System.

§ 9.1.3 Delete

§ 9.1.4 The Specifications:

(Paragraph deleted)

The Specifications are those contained in the Project Manual, and are as follows:

Title of Specifications exhibit: As listed in Table of Contents of Project Manual dated:

§ 9.1.5 The Drawings:

The Drawings are as follows, and are dated \_\_\_\_\_ unless a different date is shown below:

(Table deleted)

Title of Drawings exhibit: As listed in the Schedule of Drawings of the Contract Title of Drawings exhibit:

(Table deleted)

§ 9.1.6 The Addenda, if any:

**Number**

**Date**

**Pages**

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraph deleted)

As listed in the Project Manual.

## **ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

**Type of insurance or bond**

As listed in the Project Manual

(Paragraphs deleted)

Init.

AIA Document A101® - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:02:48 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1416974200)

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

**OWNER**

Board of Education of Howard County

(A Body Politic and Corporate)

**CONTRACTOR**

\_\_\_\_\_  
(Signature)

Chao Wu, Chair (SEAL)

\_\_\_\_\_  
(Signature)

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

(SEAL)

Approved by:

\_\_\_\_\_  
Michael J. Martirano, Ed. D., Superintendent of Schools

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:02:48 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1416974200)

# AIA® Document A310™ – 2010

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*

*(Row deleted)*

As Principal, hereinafter called the Principal, and  
a corporation duly organized under the laws of the State of as Surety, hereinafter called the  
Surety, are held and firmly bound unto

As Oblige, hereinafter called the Oblige, in the sum of Dollars (\$) )  
\$, for the payment of which sum well and truly  
to be made, the said Principal and the said Surety, bind ourselves, or heirs, executors,  
administrators, successors and assigns jointly and severally firmly by these presents.

### **OWNER**

Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD, 21042

WHEREAS the Principal has submitted a bid for

### **PROJECT:**

*(Name, location or address, and Project number, if any)*

NOW, Therefore, if the Oblige shall accept the bid of Principal and the Principal shall enter  
into a Contract with the Oblige in accordance with the term of such bid, and give such  
bond or bonds as may be specified in the bidding or Contract Documents with good and  
sufficient surety for the faithful performance of such Contract and for the prompt payment  
of labor and material furnished in the prosecution thereof, or in the event of failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to  
Oblige the difference not to exceed the penalty thereof between the amount specified in  
said bid and such larger amount for which the Oblige may in good faith contract with  
another party to perform the Work covered by said bid, then this obligation shall be null  
and void, otherwise to remain in full force and effect.

*(Paragraph deleted)*

### **ADDITIONS AND DELETIONS:**

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

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

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

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:30:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
**User Notes:**

(1129211223)

(Contractor as Principal) (Seal)

(Witness)

(Title)

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

(Witness)

(Title)

**SECTION 00601**  
**INSURANCE REQUIREMENTS**

**1 - General Insurance Requirements:**

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all

on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

## **2 - Contractor's Liability Insurance - "Occurrence" Basis:**

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);



2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

### **3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis**

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

# **AIA**® Document A312™ – 2010

## **Payment Bond**

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

(Name and location)

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company (Corporate Seal)

:

Signature

:

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

**SURETY**

Company (Corporate Seal)

:

(Row deleted)

Signature

:

Name

and Title:

**ADDITIONS AND DELETIONS:**

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

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

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

Init.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:25:34 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
User Notes:

(1748452473)

Drawings and Specifications prepared by:  
(Architect name and address)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

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

#### **LABOR AND MATERIAL PAYMENT BOND**

Now therefore, the condition of this obligation is such that, if Principal shall promptly make payment to all claimants as hereinafter defined. For all labor and material used or presumably required for use in the performance of the Contract, then this obligation shall be void: otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit for final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than on having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b) After the expiration of one (1) year following the date on which Principal ceased Work on seaside Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United

**AIA Document A312™ - 2010 Payment Bond.** The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:25:34 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
**User Notes:**

(1748452473)

States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens with may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and  
Title:

Signature: \_\_\_\_\_

Name and  
Title:

Address:

Address:

*(Table deleted)(Paragraphs deleted)*

Init.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:25:34 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
User Notes:

(1748452473)

# **AIA**® Document A312™ – 2010

## **Performance Bond**

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

**SURETY:**  
(Name, legal status and principal place  
of business)

---

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

### **CONSTRUCTION CONTRACT**

**Date:**  
**Amount:** \$  
**Description:**  
(Name and location)

### **BOND**

**Date:**  
(Not earlier than Construction Contract Date)

**Amount:** \$

**Modifications to this Bond:**

☐

**NONE**

☐

**SEE SECTION 16**

**CONTRACTOR AS PRINCIPAL**  
**COMPAN** (CORPORATE SEAL)  
**Y:**

**SIGNATU**  
**RE:**

**NAME**  
**AND**  
**TITLE:**

**SURETY**  
**COMPAN** (CORPORATE SEAL)  
**Y:**

**SIGNATU**  
**RE:**

**NAME**  
**AND**  
**TITLE:**

**IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY:**  
(HERE INSERT FULL NAME AND ADDRESS OR LEGAL TITLE OF ARCHITECT)

(Table deleted)

### **ADDITIONS AND DELETIONS:**

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

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

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

Init.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:19:31 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1316254543)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

#### PERFORMANCE BOND

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any alteration of extension of time made by the Owner.

Whenever Contractor shall be, and declare by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for competing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this day of

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

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

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

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

*(Table deleted) (Paragraphs deleted)*

Init.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:19:31 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
User Notes:

(1316254543)

# **AIA® Document A201® – 2007**

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

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name and address)

THE ARCHITECT:

(Name and address)

### **ADDITIONS AND DELETIONS:**

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

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

### **TABLE OF ARTICLES**

- |    |  |
|----|--|
| 1  | GENERAL PROVISIONS                               |
| 2  | OWNER  |
| 3  | CONTRACTOR                                       |
| 4  | ARCHITECT  |
| 5  | SUBCONTRACTORS                                   |
| 6  | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7  | CHANGES IN THE WORK                              |
| 8  | TIME   |
| 9  | PAYMENTS AND COMPLETION                          |
| 10 | PROTECTION OF PERSONS AND PROPERTY               |
| 11 | INSURANCE AND BONDS                              |
| 12 | UNCOVERING AND CORRECTION OF WORK                |
| 13 | MISCELLANEOUS PROVISIONS                         |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT        |
| 15 | CLAIMS AND DISPUTES                              |

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

## INDEX

(Numbers and Topics in Bold are Section Headings)

### **Acceptance of Nonconforming Work**

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### **Access to Work**

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### **Additional Inspections and Testing**

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### **Additional Time, Claims for**

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### **Administration of the Contract**

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### **Allowances**

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### **Applications for Payment**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

### **Arbitration**

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

## **ARCHITECT**

**4**

Architect, Definition of

### **4.1.1**

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5.1, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

### **Basic Definitions**

**1.1**

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

### **Boiler and Machinery Insurance**

**11.3.2**

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### **Bonds, Performance, and Payment**

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:



Building Permit

3.7.1

## **Capitalization**

### **1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval

13.5.4

Certificates of Insurance

9.10.2, 11.1.3

## **Change Orders**

1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,

5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1,

9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2,

15.1.3

Change Orders, Definition of

7.2.1

## **CHANGES IN THE WORK**

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1,

9.3.1.1, 11.3.9

Claims, Definition of

15.1.1

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time

3.2.4, 3.7.4.6.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,

11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,

15.1.4

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract

Administration

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,

9.10, 12.2, 13.7, 14.1.2

## **COMPLETION, PAYMENTS AND**

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2,

11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1,

14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,

9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder

15.4.4

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, 6

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3,

9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, The

1.1.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7,

9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,

8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2,

15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

## CONTRACTOR

### 3

#### Contractor, Definition of

##### 3.1, 6.1.2

#### Contractor's Construction Schedules

##### 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

#### Contractor's Employees

##### 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,

#### Contractor's Liability Insurance

##### 11.1

#### Contractor's Relationship with Separate Contractors and Owner's Forces

##### 3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

#### Contractor's Relationship with Subcontractors

##### 1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

#### Contractor's Relationship with the Architect

##### 1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

#### Contractor's Representations

##### 3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

#### Contractor's Responsibility for Those Performing the Work

##### 3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

#### Contractor's Review of Contract Documents

##### 3.2

#### Contractor's Right to Stop the Work

##### 9.7

#### Contractor's Right to Terminate the Contract

##### 14.1, 15.1.6

#### Contractor's Submittals

##### 3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

#### Contractor's Superintendent

##### 3.9, 10.2.6

#### Contractor's Supervision and Construction

##### Procedures

##### 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

#### Contractual Liability Insurance

##### 11.1.1.8, 11.2

#### Coordination and Correlation

##### 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

#### Copies Furnished of Drawings and Specifications

##### 1.5, 2.2.5, 3.11

#### Copyrights

##### 1.5, 3.17

#### Correction of Work

##### 2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

#### Correlation and Intent of the Contract Documents

##### 1.2

#### Cost, Definition of

##### 7.3.7

#### Costs

##### 2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

#### Cutting and Patching

##### 3.14, 6.2.5

#### Damage to Construction of Owner or Separate Contractors

##### 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

#### Damage to the Work

##### 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

#### Damages, Claims for

##### 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

#### Damages for Delay

##### 6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

#### Date of Commencement of the Work, Definition of

##### 8.1.2

#### Date of Substantial Completion, Definition of

##### 8.1.3

#### Day, Definition of

##### 8.1.4

#### Decisions of the Architect

##### 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

#### Decisions to Withhold Certification

##### 9.4.1, 9.5, 9.7, 14.1.1.3

#### Defective or Nonconforming Work, Acceptance, Rejection and Correction of

##### 2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

#### Defective Work, Definition of

##### 3.5.1

#### Definitions

##### 1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

#### Delays and Extensions of Time

##### 3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

#### Disputes

##### 6.3.1, 7.3.9, 15.1, 15.2

#### Documents and Samples at the Site

##### 3.11

#### Drawings, Definition of

##### 1.1.5

#### Drawings and Specifications, Use and Ownership of

##### 3.11

#### Effective Date of Insurance

##### 8.2.2, 11.1.2

#### Emergencies

##### 10.4, 14.1.1.2, 15.1.4

#### Employees, Contractor's

##### 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,

##### 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
User Notes:

Equipment, Labor, Materials or  
 1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1,  
 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,  
 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
 Execution and Progress of the Work  
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1,  
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,  
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3  
 Extensions of Time  
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2,  
 10.4.1, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
 Faulty Work  
 (See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
 12.3.1, 14.2.4, 14.4.3  
 Financial Arrangements, Owner's  
 2.2.1, 13.2.2, 14.1.1.4  
 Fire and Extended Coverage Insurance  
 11.3.1.1  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
 Guarantees (See Warranty)  
**Hazardous Materials**  
 10.2.4, 10.3  
 Identification of Subcontractors and Suppliers  
 5.2.1  
**Indemnification**  
 3.17.1, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
 11.3.7  
**Information and Services Required of the Owner**  
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
 1.1.8  
 Initial Decision Maker, Decisions  
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
 Initial Decision Maker, Extent of Authority  
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
 15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8, 10.4.1**  
 Inspections  
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
 9.9.2, 9.10.1, 12.2.1, 13.5  
 Instructions to Bidders  
 1.1.1  
 Instructions to the Contractor  
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

**Instruments of Service, Definition of**  
**1.1.7**  
 Insurance  
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11  
**Insurance, Boiler and Machinery**  
**11.3.2**  
**Insurance, Contractor's Liability**  
**11.1**  
 Insurance, Effective Date of  
 8.2.2, 11.1.2  
**Insurance, Loss of Use**  
**11.3.3**  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
 10.2.5, 11.3  
 Insurance, Stored Materials  
 9.3.2, 11.4.1.4  
**INSURANCE AND BONDS**  
**11**  
 Insurance Companies, Consent to Partial Occupancy  
 9.9.1, 11.4.1.5  
 Insurance Companies, Settlement with  
 11.4.10  
 Intent of the Contract Documents  
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
**13.6**  
**Interpretation**  
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1  
 Interpretations, Written  
 4.2.11, 4.2.12, 15.1.4  
 Judgment on Final Award  
 15.4.2  
**Labor and Materials, Equipment**  
 1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
 Labor Disputes  
 8.3.1  
 Laws and Regulations  
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,  
 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,  
 13.6.1, 14, 15.2.8, 15.4  
 Liens  
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
 Limitations, Statutes of  
 12.2.5, 13.7, 15.4.1.1  
 Limitations of Liability  
 2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6, 4.2.7,  
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2,  
 11.2, 11.3.7, 12.2.5, 13.4.2  
 Limitations of Time  
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1, 9.3.3,  
 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,  
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
 User Notes:

(2001030211)

## **Loss of Use Insurance**

### **11.3.3**

#### **Material Suppliers**

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

#### **Materials, Hazardous**

10.2.4, 10.3

#### **Materials, Labor, Equipment and**

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

#### **Means, Methods, Techniques, Sequences and Procedures of Construction**

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

#### **Mechanic's Lien**

2.1.2, 15.2.8

#### **Mediation**

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1

#### **Minor Changes in the Work**

1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

## **MISCELLANEOUS PROVISIONS**

### **13**

#### **Modifications, Definition of**

##### **1.1.1**

#### **Modifications to the Contract**

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1, 10.3.2, 11.3.1

#### **Mutual Responsibility**

##### **6.2**

#### **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, 12.3

#### **Nonconforming Work, Rejection and Correction of**

2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

#### **Notice**

2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

#### **Notice, Written**

2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8, 15.4.1

#### **Notice of Claims**

3.7.4, 4.5, 10.2.8, 15.1.2, 15.4

#### **Notice of Testing and Inspections**

13.5.1, 13.5.2

#### **Observations, Contractor's**

3.2, 3.7.4

#### **Occupancy**

2.2.2, 9.6.6, 9.8, 11.3.1.5

#### **Orders, Written**

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

## **OWNER**

### **2**

## **Owner, Definition of**

### **2.1.1**

#### **Owner, Information and Services Required of the**

2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

#### **Owner's Authority**

1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

#### **Owner's Financial Capability**

2.2.1, 13.2.2, 14.1.1.4

#### **Owner's Liability Insurance**

##### **11.2**

#### **Owner's Loss of Use Insurance**

##### **11.3.3**

#### **Owner's Relationship with Subcontractors**

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

#### **Owner's Right to Carry Out the Work**

2.4, 14.2.2

#### **Owner's Right to Clean Up**

##### **6.3**

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

##### **6.1**

#### **Owner's Right to Stop the Work**

##### **2.3**

#### **Owner's Right to Suspend the Work**

14.3

#### **Owner's Right to Terminate the Contract**

14.2

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

1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17.1, 4.2.12, 5.3.1

#### **Partial Occupancy or Use**

9.6.6, 9.9, 11.3.1.5

#### **Patching, Cutting and**

3.14, 6.2.5

#### **Patents**

3.17

#### **Payment, Applications for**

4.2.5, 7.3.9, 9.2.1, 9.3, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### **Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

#### **Payment, Failure of**

9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

#### **Payment, Final**

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3

#### **Payment Bond, Performance Bond and**

7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
User Notes:

## **Payments, Progress**

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

## **PAYMENTS AND COMPLETION**

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2

PCB

10.3.1

**Performance Bond and Payment Bond**

7.3.7.4, 9.6.7, 9.10.3, 11.4.9, 11.4

**Permits, Fees, Notices and Compliance with Laws**

2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

## **PERSONS AND PROPERTY, PROTECTION OF**

10

Polychlorinated Biphenyl

10.3.1

**Product Data, Definition of**

3.12.2

**Product Data and Samples, Shop Drawings**

3.11, 3.12, 4.2.7

**Progress and Completion**

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

**Progress Payments**

9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

**Project, Definition of the**

1.1.4

Project Representatives

4.2.10

**Property Insurance**

10.2.5, 11.3

## **PROTECTION OF PERSONS AND PROPERTY**

10

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work

3.5.1, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field**

**Conditions by Contractor**

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

**Rights and Remedies**

1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

**Royalties, Patents and Copyrights**

3.17

Rules and Notices for Arbitration

15.4.1

**Safety of Persons and Property**

10.2, 10.4

**Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4

**Samples, Definition of**

3.12.3

**Samples, Shop Drawings, Product Data and**

3.11, 3.12, 4.2.7

**Samples at the Site, Documents and**

3.11

**Schedule of Values**

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7, 12.1.2

**Shop Drawings, Definition of**

3.12.1

**Shop Drawings, Product Data and Samples**

3.11, 3.12, 4.2.7

**Site, Use of**

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

**Specifications, Definition of the**

1.1.6

**Specifications, The**

1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4

**Subcontractor, Definition of**

5.1.1

## **SUBCONTRACTORS**

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
**User Notes:**

## **Subcontractual Relations**

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1

### **Submittals**

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

### **Submittal Schedule**

3.10.2, 3.12.5, 4.2.7

### **Subrogation, Waivers of**

6.1.1, 11.4.5, 11.3.7

### **Substantial Completion**

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

### **Substantial Completion, Definition of**

#### **9.8.1**

#### **Substitution of Subcontractors**

5.2.3, 5.2.4

#### **Substitution of Architect**

4.1.3

#### **Substitutions of Materials**

3.4.2, 3.5.1, 7.3.8

#### **Sub-subcontractor, Definition of**

#### **5.1.2**

#### **Subsurface Conditions**

3.7.4

#### **Successors and Assigns**

#### **13.2**

#### **Superintendent**

3.9, 10.2.6

#### **Supervision and Construction Procedures**

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

#### **Surety**

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

#### **Surety, Consent of**

9.10.2, 9.10.3

#### **Surveys**

2.2.3

#### **Suspension by the Owner for Convenience**

#### **14.3**

#### **Suspension of the Work**

5.4.2, 14.3

#### **Suspension or Termination of the Contract**

5.4.1.1, 11.4.9, 14

#### **Taxes**

3.6, 3.8.2.1, 7.3.7.4

#### **Termination by the Contractor**

14.1, 15.1.6

#### **Termination by the Owner for Cause**

5.4.1.1, 14.2, 15.1.6

#### **Termination by the Owner for Convenience**

#### **14.4**

#### **Termination of the Architect**

4.1.3

#### **Termination of the Contractor**

14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14**

#### **Tests and Inspections**

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5

#### **TIME**

#### **8**

#### **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, 8.3, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

#### **Time Limits**

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

#### **Time Limits on Claims**

3.7.4, 10.2.8, 13.7, 15.1.2

#### **Title to Work**

9.3.2, 9.3.3

#### **Transmission of Data in Digital Form**

#### **1.6**

## **UNCOVERING AND CORRECTION OF WORK**

### **12**

#### **Uncovering of Work**

#### **12.1**

#### **Unforeseen Conditions, Concealed or Unknown**

3.7.4, 8.3.1, 10.3

#### **Unit Prices**

7.3.3.2, 7.3.4

#### **Use of Documents**

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

#### **Use of Site**

3.13, 6.1.1, 6.2.1

#### **Values, Schedule of**

9.2, 9.3.1

#### **Waiver of Claims by the Architect**

13.4.2

#### **Waiver of Claims by the Contractor**

9.10.5, 11.4.7, 13.4.2, 15.1.6

#### **Waiver of Claims by the Owner**

9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

#### **Waiver of Consequential Damages**

14.2.4, 15.1.6

#### **Waiver of Liens**

9.10.2, 9.10.4

#### **Waivers of Subrogation**

6.1.1, 11.4.5, 11.3.7

#### **Warranty**

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1

#### **Weather Delays**

15.1.5.2

#### **Work, Definition of**

1.1.3

Init.

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,  
9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,  
9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**,  
14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2,  
14.3.1, 15.1.2

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(2001030211)

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

Init.



§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Wherever in the Specifications there appears a reference to a "Contractor" or the "Subcontractor" or a reference to a Contractor, installer or supplier of a particular trade, or for a particular type of Work, such reference, regardless of the language hereof shall be deemed a reference to the Contractor and shall not be construed as relieving the Contractor from the duty to perform all of the Work and other obligations provided under the Contract.

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings.. Unless otherwise indicated, the Architect shall be deemed the author of the Specifications and other documents prepared by the Architect. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owners copyrights or other reserved rights. The Drawings, Specifications, and other documents are and shall always be the property of the Owner, and the Owner shall retain all common law, statutory, and other reserved rights in addition to copyright.

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

Init.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

§ 2.1.2 The Contractor understands that the Board of Education of Howard County, Maryland, is a public agency, and no mechanics' liens are permitted against its property.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

#### § 2.2.1 Deleted

§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction,

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site to the extent reasonably required for execution of the Work and requested by the Contractor in writing within one (1) month of the date of Contract. The Owner does not warrant or undertake responsibility for the location of utilities or the accuracy of tests concerning the soil, surface, and subsurface conditions.

§ 2.2.4 Information or services under the Owner's control shall, be furnished by the Owner after receipt from the Contractor of a written request for such information or services..

*(Paragraph deleted)*

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, Three (3) sets of copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. This right shall be in addition to an not in restriction or derogation of the Owners' rights under Section 4.3.4 and under Article 14 of the General Conditions.

§ 2.3.2 If unforeseen conditions occur or are encountered which may substantially impair the quality of the Work unless the Work is suspended, the Owner may suspend the Work by notice in writing to the Contractor. In the event of such a suspension, Contractor shall be entitled only to payment for work actually completed up to and including the date on which the work was suspended by the Owner. In any event where the Contractor reasonably determines that a suspension is required in such circumstances, the Contractor shall promptly notify in writing the Owner and Architect of such determination. In the event the Owner agrees to suspend the work, the Contractor shall only be entitled to payment for work actually completed up to and including the date on which the work was suspended.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, upon written notice to the Contractor at the

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
User Notes:

12

conclusion of the above referenced seven day period without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. , upon written notice to the Contractor at the conclusion of the above referenced seven-day period, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. At the election of the Owner, the first written notice to the Contractor to correct defective work may also contain written notice that if the defective work or other specified cause for termination is not corrected, cured, or remedied to Owner's satisfaction, then Owner may issue a written notice to Contractor at the end of the above reference seven (7) day period terminating the Contractor's employment under the Contract pursuant to Article 14 of these General Conditions. In the event the Owner elects to terminate the Contractor's employment under this Contract, the Contractor shall only be entitled to payment for work under the Agreement actually completed by the Contractor up to the date of Contractor's termination, less deductions for: (1) the cost of correcting any deficient or defective work, including compensation for the Architect and their respective consultant's additional services and expenses made necessary by the Contractor's defective work, default, neglect, or failure to perform under this Contract; (2) damages incurred by the Owner as a result of the Contractor's breach, including but not limited to costs to finish the work and damages for delay, if any, in completing the work under the Contract; and (3) actual reasonable attorney's fees incurred by the Owner in obtaining legal advice, counsel, and/or representation relating to the issues of Contractor's breach of contract, defective work, default neglect, or failure to perform and Owner's legal options relating thereto as well as any other reasonable attorney's fees due to Owner under other provisions of this Contract; and (4) such other amounts due and owing to Owner under the terms and conditions of the Contract documents. In the event the Contractor is terminated pursuant to Article 14.2, the Contractor shall not be entitled to any remaining funds under the Contract after the date of termination except as specifically provided above, and subject to the availability of funds after all work is completed. All remaining unpaid funds in the Contract as of the Contractor's termination date shall be the sole and exclusive property of the Owner, and the Contractor shall be paid by the Owner at the conclusion of all work under the Contract as provided above, but only to the extent that there are funds remaining after all payments have been made to complete the work under the Contract and to compensate the Owner as provided above in the four (4) enumerated deductions in this Article 2.4.1. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 GENERAL**

**§ 3.1.1** . 1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. 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 Contractor Agreement.

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

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

#### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** The Contractor warrants that it has made itself familiar with the Project site and obtained all information required by the Contractor concerning the conditions of the Project site including but not limited to soil, surface, and subsurface conditions, legal descriptions and surveys of the Project site, and the location of utilities and the improvements to be constructed. The Contractor shall continue to carefully study and compare the Contract Documents with each other and with information obtained by Contractor by his own investigation and tests and shall at once report to the Owner and Architect errors, inconsistencies, or omissions discovered. These obligations are for

Init.

the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require. If the Contractor performs any construction activity with either actual knowledge or constructive knowledge that it involves an error, inconsistency, or omission in the Contract Documents, the Contractor shall assume liability for such performance and costs for correction.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect. If the Contractor performs any construction activity with either actual knowledge or constructive knowledge that it involves an error, inconsistency, or omission in the Contract Documents, the Contractor shall assume liability for such performance and costs for correction.

§ 3.2.3 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect. If the Contractor performs any construction activity with either actual knowledge or constructive knowledge that it involves an error, inconsistency, or omission in the Contract Documents, the Contractor shall assume liability for such performance and costs for correction.

§ 3.2.4 Delete.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, . The Contractor shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

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

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

§ 3.3.4 All inspections required by law shall be obtained by the Contractor, including but not limited to those required by law to be obtained by the Owner, and no failure of the Owner to obtain such inspection shall constitute a waiver of Contractor's obligation hereunder. The Contractor shall notify the Owner of any application for inspection required to be executed by the Owner.

### § 3.4 LABOR AND MATERIALS

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

§ 3.4.2 Delete

Init.

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

§3.4.4 By law, all school sites are drug, alcohol, and tobacco free, and Contractor shall ensure that all workers on the job site comply with the said law.

## § 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of excellent quality and new unless otherwise required or permitted by the Contract Documents, that the Work shall be performed in an excellent manner and shall be free from defects, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## § 3.6 TAXES

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

## § 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received. The Owner will not reimburse the Contractor for the cost of elective permits, which the Contractor chooses to secure in conjunction with its means and methods of executing the work, or for any offsite permits.

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

§ 3.7.3 The Contractor shall review the Contract Documents to ascertain that the Contract Documents are to the best of the Contractor's knowledge in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. The Contractor shall promptly notify the Architect and Owner in writing, of any variance therewith, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

*(Paragraph deleted)*

## § 3.8 Deleted

*(Paragraphs deleted)*

## § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Project conference meeting minutes shall constitute Owner's request in writing. The Owner shall have the right to require the Contractor

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
User Notes:

(2001030211)

to replace any superintendent whose performance the Owner deems to be unsatisfactory, and the Contractor's failure to do so within seven (7) days of having received written notice from the Owner as to the Superintendent's unsatisfactory performance shall constitute a breach of Article 14.2.1, thereby giving the Owner the right to terminate the Contractor's employment under this Contract.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent.

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

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall promptly prepare and submit for the Owner's and Architect's approval a proposed Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, but shall not extend the original completion date and shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare and keep current, for the Architect's/Owners' review, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

*(Paragraph deleted)*

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner in good condition upon completion of the Work and before final payment is made and shall be executed by the Contractor certifying that they have been kept in accordance with the provisions of this subparagraph and accurately reflect the construction of the Work as built.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

### § 3.13 USE OF SITE

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

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor

Init.

except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

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

*(Paragraph deleted)*

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

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor. The Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and litigation expenses incurred by the Owner, and arising out of or resulting from performance of the Work, defective work, default, neglect, and or failure to perform under the Contract. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

**§ 4.1.1** The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Engineer or the Architect's or Engineer's authorized representative.

**§ 4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a new Architect whose status under the Contract Documents shall be that of the former Architect.

Init.



## § 4.2 ADMINISTRATION OF THE CONTRACT

*(Paragraph deleted)*

§ 4.2.1. The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one or two year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

## § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

Init.

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

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive, review for completeness and forward to the Owner, records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**§ 4.2.10 Delete**

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by the Contractor

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

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

**ARTICLE 5 SUBCONTRACTORS**

**§ 5.1 DEFINITIONS**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. . Under no circumstances shall the Contractor subcontract any portion of the work under the Contract Documents to any person or entity in which the Contractor (including any officer and/or stockholder of the Contractor) has an ownership interest. Under no circumstances shall the Contractor assign or otherwise contract with another person or entity to assume the Contractor's obligations and duties as Contractor under these Contract Documents

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

**§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

§ 5.2.1 Within thirty (30) days of the award of the Contract, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection. Subcontractors, required to be named on the Bidding Documents, shall be used on the Work for which they are proposed, unless reasonable objection is indicated by the Owner, or the Architect.

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

Init.

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

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected without approval of the Owner.

### § 5.3 SUBCONTRACTUAL RELATIONS

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

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2, or stoppage of the Work pursuant to Article 2.3, and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing;

*(Paragraphs deleted)*

### §5.5 PAYMENTS TO SUBCONTRACTORS

§5.5.1 The Contractor shall pay each subcontractor upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of each Subcontractor's work less the percentage retained for payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to its Sub-subcontractors.

§5.5.2 If the Owner fails to approve a Requisition for Payment for a cause which the Owner determines is the fault of the Contractor and not the fault of a particular Subcontractor, or if the Contractor fails to make a payment which is properly due to a particular Subcontractor, the Owner may pay each Subcontractor directly less the amount to be retained under the Subcontract. Any amount so paid by the Owner shall be repaid to the Owner by the Contractor in the manner set forth in Subparagraph 2.4

§5.5.3 The Owner shall have no obligation to pay or see to the payment of any monies to any Subcontractor. Nothing contained in Article 5.5 shall be deemed to create any rights in any Subcontractor against the Owner.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Init.

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

*(Paragraph deleted)*

## § 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

*(Paragraph deleted)*

## § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

§ 7.1.2 A Change Order shall not relieve the Contractor of obligations under the contract. .

Init.

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

## § 7.2 CHANGE ORDERS

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

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

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

## § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

*(Paragraphs deleted)*

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

## § 7.4 CHANGE ORDERS

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

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

§ 7.4.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

## § 7.5 MINOR CHANGES IN THE WORK

§ 7.5.1 The Architect with concurrence from the Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the purposes of the building and the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

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

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

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

### § 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work. .

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

§ 8.2.4 Should the progress of the Work be delayed by any fault, neglect, act or omission of the Contractor or any person or firm employed by him or should it be necessary to complete the Work within the time permitted for the Contractor's work, the Contractor shall, at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in completion of the Work. The Contractor shall compensate the Owner for and hold him harmless against any and all costs, expenses, reasonable attorney's fees, losses, liability, and damages that the Owner may sustain or incur by reason of such delay.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

*(Paragraph deleted)*

§ 8.3.1. Requests for extension of completion time due to conditions over which the Contractor has no control, will be reviewed by the Owner after written application is made to the Architect for a time extension. Any request for any extension of time is to be made within 21 days of occurrence of conditions which, in the opinion of the Contractor

Init.

warrant such an extension, with reasons clearly stated and detailed proof given for all delays beyond the Contractor's control. No time extension will be allowed except by written and specific approval of the Owner. Delays beyond the Contractor's control may include: an act or neglect of the Owner's own forces, Architect, any of the other Contractors, or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, or by delay authorized by the Owner.

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

*(Paragraph deleted)*

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

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

### **§ 9.2 SCHEDULE OF VALUES**

§ 9.2.1 Before the first Requisition for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Requisitions for Payment.

### **§ 9.3 REQUISITION FOR PAYMENT**

§ 9.3.1 The Contractor shall prepare and submit three original copies to the Architect on the 25<sup>th</sup> day of each month itemized "Requisition for Payment" (IAC PSCP Form 306.4 Standard Contractor's Requisition for Payment and such other forms as may be designated by Owner) for operations completed in accordance with the Schedule of Values for the value of the work completed or anticipated to be completed through the last day of such month, including the value of material suitably stored at the Project Site or other approved locations as provided in Subparagraph 9.3.2, less the aggregate of any previous payments and retainages and less retainages required by the Contract Documents. No change in the Contract Sum shall be made by Contractor on any Requisition for Payment without an approved Change Order. Faxed Requisitions for payment will NOT be accepted.

At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

*(Paragraphs deleted)*

§ 9.3.2 As provided in Section 7.3.8, such Requisitions may include requests for payment on account of changes in the Work which have been properly authorized by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.3 Such Requisitions may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

9.3.4 Upon completion of fifty percent (50%) of the work and provided that the Contract work is on schedule and the Contractor's performance is deemed by the Owner to be satisfactory, the Owner may at his discretion decline to withhold further retainage on the remainder of the work to be billed. If Project schedules are not pursued diligently, or if the Contractor's work is at any time deemed by the Owner to be unsatisfactory, the withholding of the further retainage up to ten percent (10%) of the Contract value may be reinstated by the Owner at its discretion. If the Contractor intends to request a reduction of retainage as stated above, the Contractor must submit a request 30 days prior to invoicing the Owner for a reduction. A consent of surety to a reduction of retention along with a justification of the progress on the job in relation to the overall Project must be submitted. A complete labor and material schedule of values for all aspects of the work must also be submitted with the request for approval.

Init.

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

1. Description of items,
2. Bill of Sale,
3. Location of storage facility and delivery receipt,
4. Items are currently covered by all contractual requirements, including liability and fire insurance,
5. Items, or any part thereof will not be installed in other construction projects other than work under this Contract.

§ 9.3.6 The Contractor warrants that title to all Work covered by a Requisition for Payment shall pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of a Requisition for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interests, or encumbrances claimed by Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the Work and from all costs and expenses, including reasonable attorney's fees, incurred by Owner in connection therewith.

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

#### § 9.3.8 Deleted

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

### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Requisition for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The Architect shall endeavor to obtain approval by the Owner, and Contractor of the draft Requisition for Payment. If approval is obtained, the Architect shall notify the Owner, and Contractor, and shall issue a Project Certificate of Payment. The Contractor shall then submit five (5) copies of the agreed upon Requisition for Payment to the Architect which shall be signed by the Contractor, Owner, and Architect, and shall be notarized. If approval is not obtained of the draft Requisition for Payment, the Architect shall notify the Contractor of non-approval. The Architect shall issue a Project Certificate for Payment to the Owner with a copy to the Contractor for such amounts as the , Architect, and Owner determine are properly due.. The Contractor shall then submit a Requisition for Payment pursuant to such Project Certificate for Payment, if any, in five (5) copies based on the Architect's determination. The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner,

Init.



based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has

- (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work,
- (2) reviewed construction means, methods, techniques, sequences or procedures,
- (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or
- (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**9.4.3** In any event, where the Owner, and Architect do not certify payment or withhold certification to any extent, the Contractor shall nonetheless continue to perform the Work fully.

## **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

*(Paragraphs deleted)*

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

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

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

*(Paragraph deleted)*

## **§ 9.6 PROGRESS PAYMENTS**

*(Paragraphs deleted)*

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

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

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

§ 9.6.4 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.1, 9.6.2 and 9.6.3.

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

§ 9.6.6 Under no circumstances shall the Contractor assign to any person or entity the Contractor's right to receive payment under the Contract Documents, unless the Contractor has received express, prior written consent of the Owner, which consent specifically identifies the identity of such assignee. Nothing contained in these Contract Documents shall require the Owner to approve such an assignment of payments by the Contractor to a third party.

§ 9.6.7 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

#### § 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Architect should fail to issue notice of approval or disapproval within fourteen (14) days of Owner's receipt of the Contractor's draft Requisition for Payment, or if, through no fault of the Contractor, the Architect does not issue a Project Certificate for Payment within seven (14) days after receipt of the Owner's approval or disapproval of the draft Requisition for Payment, the Contractor may file a claim against the Owner for payment as provided in Article 15.

#### § 9.8 SUBSTANTIAL COMPLETION

*(Paragraph deleted)*

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use; i.e., when the Owner is granted a "Use and Occupancy Permit" by Howard County and other Authorities having jurisdiction.

§ 9.8.2 When the Architect, and Owner agree that the project has reached "Substantial Completion" as set forth in Paragraph 9.8.1 and is on schedule, and it appears that there are no complications or problems in completing the job, the retainage may be reduced to five percent (5%) at the Owner's discretion.

9.8.3 Except as stated in Paragraph 9.8.2 after the payment due the Contractor at Substantial Completion has been made by the Owner, no other payment shall be made until the Project has been fully completed and the Contract fully performed.

*(Paragraph deleted)*

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

Init.

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

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

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

## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage.

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

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

## § 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

- (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
- (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,
- (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- (4) consent of surety, if any, to final payment with AIA Form; and
- (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and release of liens on the "Contractor's Affidavit of Release of Liens and Payment of Debts and Claims" AIA Form;

Init.

(6) all records, Drawings and Specifications, Addenda, Change Orders, and other modifications maintained at the site under the Subparagraph 3.11 all warranties, instructions, and maintenance manuals required.

If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien or claim. If such lien or claim remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees incurred by Owner. Final payment to the Contractor shall not become due until all close-out documents have been properly submitted to and received by the Architect through the Construction Manager and certified to the Architect and delivered by the Architect to the Owner and all warranty work has been fully completed.

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

**§ 9.10.4**

*(Paragraphs deleted)*

**Deleted**

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

The making of final payment shall, after the Date of Substantial Completion of the Project, constitute a waiver of all claims by the Owner except those arising from:

1. Unsettled claims,
2. Faulty or defective work appearing after Substantial Completion of work,
3. Failure of the work to comply with the requirements of the Contract Documents,
4. Terms of any special warranties required by the Contract Documents; and
5. Reasonable attorney's fees, court costs, and litigation expenses incurred by the Owner in prosecuting any such claims against the Contractor or in defending against any claims against the Owner arising out of the Contract and the work thereunder.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

**§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

**§ 10.2 SAFETY OF PERSONS AND PROPERTY, INJURY OR DAMAGE TO PERSON OR PROPERTY**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Init.

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2., except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

§ 10.2.7 The Contractor shall not load or permit any part of the construction site to be loaded so as to endanger its safety or the safety of persons or property. The Contractor shall protect adjoining properties, streets, walkways, sidewalks, and paths.

10.2.8 The Contractor shall protect excavation and structures from damage by rain, water, ground water, or water from any other source. The Contractor shall use tarpaulins, pumps, or other temporary protection to afford protection.

10.2.9 The Contractor shall provide constant protection to maintain work, materials, apparatus, and fixtures free from injury and damage by rain, snow, wind, storms, frost, or heat and shall cover work likely to be damaged at the end of each day's work.

10.2.10 The Contractor shall remove work damaged due to failure to provide specified protection and replace such removed work at no additional cost to the Owner.

10.2.11 Material Safety Data Sheets: Contractor shall provide Material and Data Safety Sheets on all items prior to commencement of Work. The Contractor shall designate a common location on the construction site where all independent contractors or employers shall have a chemical information list before the commencement of work.

## § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

*(Paragraph deleted)*

## § 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately.

§ 10.3.3 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

*(Paragraphs deleted)*

#### § 10.4 EMERGENCIES

*(Paragraph deleted)*

§ 10.4.1 In any case of an emergency, the Contractor shall immediately notify the Architect and the Owner by the most expeditious means available, followed by a Fax, or written notice, explaining the situation and actions taken.

§ 10.4.2 Additional compensation or extension of time will not be considered or permitted for emergencies arising from delay, damage, or loss as stipulated in 8.2.4 and 10.2.5 or other applicable provisions.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.2 GENERAL INSURANCE REQUIREMENTS

§11.2.1 The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required under this Contract and until such insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owners request, certified copies of the required insurance policies. **Additionally, the Contractor must submit with the original certificates or certified policies, the enclosed Contractor's Insurance Checklist form (See Construction Insurance Check List attached to and incorporated into this Contract as Exhibit A.) completed by the Contractor and each of the Contractor's Insurance Agents or Contractor's Insurers (one form for each agent or insurer if multiple agents or insurers write the Contractor's coverages).**

§11.2.2 Insurance as required under this Contract shall be in force throughout the term of this Contract and for two years after final acceptance of the Project by Owner. Original certificated signed by authorized representatives of the insurers or, at the Owner's request, certificated copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two years after final acceptance of the Project by Owner.

§11.2.3 The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance and umbrella excess or excess liability insurance to the same extent required of Contractor in Sections 11.3.1.1 through 11.3.1.4 of this Contract unless any such requirement is expressly waived or amended by the Owner in writing. The Contractor shall furnish Subcontractor's certificates of insurance to the Owner immediately upon request.

Init.

**§11.2.4** All insurance policies required under this Contract shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner. Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

**§11.2.5** Acceptance and/or approval of any insurance by the Owner shall not be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract or the Contract documents.

**§11.2.6** If the contractor does not meet the insurance requirements of this Contract, the Contractor shall be in default under this Contract, and all default remedies shall be available to the Owner; moreover, no Work shall commence without such insurance, and, if Work has commenced, it shall cease immediately until the insurance requirements have been met or unless the Owner orders in writing that Work shall commence with specified alternate insurance as determined in the sole and absolute discretion of the Owner and set forth in the written order to commence or return to work signed by the Owner. The Contractor may forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or for approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Contractor shall comply with the insurance requirements as specified in this Contract or be held in default under this Contract. The Owner shall have the sole and absolute discretion to grant or deny such a request for a waiver, and the Owner's decision shall be final and binding upon all parties and shall not be subject to appeal or review.

**§11.2.7** All required insurance coverages must be underwritten by insurers licensed to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best company, unless Owner grants specific written approval for an exception. The Owner hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

**§11.2.8** Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor and shall be subject to Owner's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

**§11.2.9** Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Contractor in connection with this Contract shall belong to and be payable to the Owner.

**§11.2.10** If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required in this Contract, then the Contractor shall be in default under this Contract, shall bear all liability for all damages incurred, and shall be subject to the remedies under Article 14.

#### **§ 11.2.11 Owner's Liability Insurance**

**§11.2.11.1** Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance, or solely at the Owner's option, the Owner may self-insure the Owner's liability exposures.

#### **§11.3 Contractor's Liability Insurance**

**§ 11.3.1** The Contractor shall purchase and maintain the following insurance coverages which will insure against claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone, directly or indirectly, employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

**§11.3.2** Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$ 1,000,000 each occurrence;

\$ 1,000,000 personal and advertising injury;

\$ 2,000,000 general aggregate; and

Init.

\$ 2,000,000 products/completed operations  
aggregate.

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations with such coverage to be maintained for two years after final acceptance of the project by the Owner;
- v. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.

*(Paragraph deleted)*

**§11.3.3** Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance, or use of any auto; and
- ii. Automobile contractual liability.

**§11.3.4** Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

*(Paragraphs deleted)*

**§11.3.5** Contractor's pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean-up costs on and off the Project site, with minimum limits of:

- \$ 1,000,000 each pollution incident; and
- \$ 1,000,000 annual aggregate.

The insurance shall include coverage for all of the following:

- i. Liability arising from activities of the Contractor or of others for whom the Contractor is legally obligated whether on or off the Project site; and
- ii. Contractual liability including protection for the Contractor from claims for bodily injury, property damage, and clean-up costs arising out of liability assumed under this Contract.

Init.



**11.3.6** Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 5,000,000 occurrence;
- \$ 5,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 5,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employer's liability.

**§11.3.7** Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insureds on the Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of the Contractor's products, installation, and/or services provided under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Owner's general supervision of installation and/or services as provided by the Contractor and/or its agents and subcontractors pursuant to this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii., and iii., as follows:

"This policy is amended to include as insureds Owner and Owner's elected and appointed officials, officers, consultants, agents, and employees, but only for liability arising out of "your product" and "your work" for Owner by or for you."

**Special Note:** ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) and CG 2033 entitled "Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You" are **NOT ACCEPTABLE**. A manuscript endorsement with the above wording is required.

*(Paragraph deleted)*

**§ 11.3.8** Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees under the Contractor's liability insurance or self-insurance required in this Contract, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

**§11.3.9** Any insurance or self-insurance required to be provided by the Owner and Owner's elected and appointed officials, officers, consultants, agents, and employees shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents, and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents, and employees.

Init.

*(Paragraph deleted)*

**§11.3.10** If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor shall comply with the following additional conditions:

- i. The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the Work under this Contract; or
- ii. The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance of the project by the Owner and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Contract.

*(Paragraph deleted)*

**§ 11.4 Builders Risk Insurance (Owner to Purchase)**

**§ 11.4.1** The Owner shall purchase and maintain builders risk insurance on a replacement cost basis with a limit at least equal to the initial Contract Sum. This insurance shall be maintained until final acceptance of the Project by the Owner or until no person or entity other than the Owner has an insurable interest in the covered property, whichever is earlier. This builders risk insurance shall include the interests of the Owner, Subcontractors and Sub-subcontractors in the Project.

*(Paragraphs deleted)*

**§11.4.2** Insurance shall be on an "all-risk" or equivalent policy form and shall insure against the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse and windstorm. Coverage is to apply for debris removal, including demolition occasioned by a covered loss. This insurance shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such covered loss. Coverage for other perils such as flood and earthquake or for loss caused by the enforcement of any applicable ordinance or law shall not be required unless otherwise provided in the Contract.

**§ 11.4.3** This builders risk insurance shall cover all of the following types of property:

- i. All structures to be constructed, under construction, and/or already constructed;
- ii. All materials, equipment, machinery and supplies which are to be incorporated into the Project;
- iii. Temporary structures of any nature whatsoever; and
- iv. Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks and connections.

*(Paragraph deleted)*

**§11.4.4** The Contractor shall be responsible for payment of any deductibles applicable under this builders risk insurance, boiler and machinery insurance, or other property insurance applicable to the Project.

Init.

§ 11.4.5 Unless otherwise provided in the Contract Documents, this builders risk insurance shall cover materials to be incorporated into the Project, which are either on or off the site, and also such materials in transit.

*(Paragraph deleted)*

§ 11.4.6 This builders risk insurance shall insure (or shall be amended to insure) against loss or damage caused by the boiler and machinery perils with limits and scope of coverage that are deemed by the Owner to be satisfactory. This insurance shall also include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project.

*(Paragraph deleted)*

§ 11.4.7 The Owner and Contractor waive all rights against each other and against the Construction Manager, Owner's other Contractors and own forces described in Article 6, if any, and the subcontractors, sub-subcontractors, (elected and appointed officials, officers, directors, trustees, agents, employees and consultants) of any of them for property damage to or loss of use of the Work to the extent that such property damage or loss of use is covered by this builders risk insurance, boiler and machinery insurance, or other property insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise.

*(Paragraph deleted)*

§ 11.4.8 Any loss covered under this builders risk insurance, boiler and machinery insurance, or other property insurance applicable to the Work shall be payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to any mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

*(Paragraph deleted)*

§ 11.4.9 Owner, as fiduciary, shall have the power to adjust and settle a loss with insurers.

*(Paragraphs deleted)*

§ 11.4.10 Partial occupancy or use in accordance with the provisions of the Contract that pertain to partial occupancy or use shall not commence until the builders risk insurer has granted permission by endorsement or otherwise for the Owner to partially occupy or use any completed or partially completed portion of the Work at any stage of construction. The Owner and Contractor shall take reasonable steps to obtain such permission.

*(Paragraphs deleted)*

§ 11.4.11 The insurance required by this Paragraph 11.4 is not intended to cover machinery, tools, or equipment owned or rented by the Contractor or its Subcontractors, which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor and its Subcontractors shall, at their own expense, purchase and maintain property insurance coverage for owned, leased, or rented machinery, tools or equipment. The Contractor and its Subcontractors hereby waive all rights against the Owner and its elected and appointed

Init.

officials, officers, agents, employees, and consultants for property damage to or loss of use of such machinery, tools, or equipment. The policies shall provide such waivers of subrogation by endorsement or otherwise.

### **§11.5 Miscellaneous Insurance**

**§11.5.1** The Contractor shall comply with the provisions of Federal law governing Social Security and with State and/or Federal laws regarding Unemployment Insurance, and all other State and/or Federal laws regarding insurance, as may be now and hereafter in force. The Contractor shall bear exclusive and sole liability for and will hold the Owner harmless against any and all demands for any required payments, taxes, or withholdings (including any interest or penalties assessed thereon) for the Contractor's (or any of its Subcontractor's) failure or refusal to comply with any such laws. Failure to comply shall be deemed a default subject to the remedies of Article 14.2.

### **§ 11.6 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.6.1** The Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder and complying with the requirements of Maryland Law. Both bonds shall be in the amount of one hundred percent (100%) of the Contract amount and shall name the Howard County Board of Education as Obligee.

#### **§ 11.6.2**

Bonds shall be written by a bonding company that must be licensed with the Maryland Insurance Administration to do business in the State of Maryland and otherwise acceptable to the Howard County Public School System. The Contractor shall use Bond Forms provided by the Owner AIA 312 Performance Bond and AIA 312 Labor and Material Payment Bond, in order to satisfy the Bond requirements referenced in this Article.

**§ 11.6.3** Firms issuing said bonds must be licensed to write bonds in the State of Maryland. The Contractor shall pay the premiums for required bonds. Obtainage of the required bonds by Contractor shall be a condition precedent to effectuation of the Contract between Owner and Contractor. If additional work is authorized, the amounts of the bonds shall be increased to cover the value of the increased Contract sum. All bonds shall conform to the requirements of the Maryland Little Miller Act. All bonds shall be subject to Owner's approval.

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

*(Paragraphs deleted)*

**§ 11.3.5** Owner reserves the right to request from Contractor financial statements for the Contractor for up to 3 prior fiscal years.

**§ 11.3.6** To protect the public interest the Owner will request a D & B report on the Contractor at any time during the term of the project. Should the D & B rating fall below the awarded rating, Contractor shall advise Owner of their corrective measures.

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

### **§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If any portion of the Work is covered contrary to the request of the Architect, or the requirements specifically expressed in the Contract Documents, it must, if required in writing by either, the Owner or any other government agency, be uncovered for their observation and shall be replaced at the Contractor's expense without change in the Contract Time If a portion of the Work is covered contrary to the Architect's request or to requirements specifically

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

## **§ 12.2 CORRECTION OF WORK**

**§12.2.1** Defective work shall include but not be limited to Work which may be caused by deterioration or failure to perform due to premature wear (not occasioned by abuse) or inherent defects in materials, workmanship of manufacturer or fabrication or improper execution of work

**§12.2.2** Cost of correcting such rejected work also includes all contingent damages arising there from including damages to other work (whether installed by the Contractor or another) and to other property of the Owner.

**§12.2.3** Such warranties as provided herein do not deprive the Owner of the Owner's right to prosecute any claim for breach of contract and/or any other claim for appropriate relief and damages.

**§12.2.4** Any defective or nonconforming work during this period causing a hazard to life, safety, property, or use causing the Owner a financial loss shall be corrected immediately without regard to normal working hours. The Owner will immediately endeavor to provide telephone notice to the Contractor on the next normal working day.

**§ 12.2.5** The Owner shall direct, if endeavors to contact the Contractor fail, certain telephone notification to Subcontractors in order to expedite emergency repairs. The Contractor shall not be relieved of responsibility by the procedure, and the Contractor shall supervise and direct correction of defects as required by the Contract Documents.

**§12.2.6** The manufacturer of a product may be specifically mentioned as a party to a warranty. Then in such cases, it shall be the Contractor's obligation to produce the required warranty of the manufacturer and submit it to the Architect for examination and approval. Inclusion of a manufacturer as a party to a warranty does not relieve the Contractor from the requirements of the Contract Documents.

**§12.2.7** Warranties on operating systems, equipment, or components placed in operation prior to Substantial Completion or acceptance shall begin on the date of Substantial Completion.

## **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

## **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

*(Paragraphs deleted)*

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

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

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

#### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 GOVERNING LAW

The Contract shall be governed by the laws of the State of Maryland and shall be construed in accordance with such laws.

#### § 13.2 SUCCESSORS AND ASSIGNS

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

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

#### § 13.3 WRITTEN NOTICE

§13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

Init.

§13.3.2 All Contractor proposals, approvals, instruction, requests, claims, demands, and other notices shall be made in writing on Contractor's stationery; meeting minutes and FAX transmissions will not be considered written notice from Contractor.

## § 13.4 RIGHTS AND REMEDIES

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

*(Paragraph deleted)*

§13.4.2 In any claim and/or litigation filed by the Owner against the Contractor to enforce any provision of this Contract, the Owner shall be entitled to all reasonable attorney's fees, expenses, damages, litigation expenses, and court costs incurred in and/or resulting from any such claim and/or litigation. In any claim and/or litigation brought by the Contractor against the Owner and/or its agents, the Contractor shall bear the Owner's court costs, expenses, and reasonable attorney's fees incurred, unless the Court specifically determines as a matter of fact and law that the Owner, knowingly, willfully, and intentionally breached a provision of this Contract giving rise to Contractor's claim and resulting damages

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

## § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

Init.

**§ 13.6 INTEREST**

**§ 13.6.1** No interest shall be paid by the Owner to the Contractor.

**§ 13.7 TIME LIMITS ON CLAIMS, COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**§ 13.7.1** Contractor recognized and agrees that Owner is a governmental agency and that the statute of limitations is not applicable to claims and/or litigation filed by the Owner. Limitations as to time for filing of any claims, disputes, and/or litigation by the Contractor, or any person or entity claiming by, through, or on behalf of the Contractor, shall be as specified in Article 15.

**13.8 BUY AMERICAN STEEL**

**§13.8.1** Contractor shall comply with the Buy American Steel Act Sections 17-301 to 17-306 of the Finance and Procurement Article of the Annotated Code of Maryland.

**§13.8.2** Contractor shall be required to use or supply the domestic steel products unless the cost is unreasonable or inconsistent with the public interest.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§ 14.1 TERMINATION BY THE CONTRACTOR**

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

*(Paragraphs deleted)*

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

*(Paragraph deleted)*

**§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contractor's employment under this Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents such as, but not limited to:
  - (1) Failure to maintain progress in accordance with project schedule;
  - (2) Prevents other Contractors from meeting their scheduled progress;
  - (3) Performs work in a negligent or defective manner or in a manner contrary to the Contractor Documents;
  - (4) Failure to provide and maintain the required insurance coverage and the required bonds;
  - (5) Filing of bankruptcy proceedings by or against the Contractor and/or the filing of an assignment for the benefit of Contractor's creditors; and/or
  - (6) Breach of any provision of the Contract Documents.

Init.



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

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Section 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

.4 When the Owner terminated the Contractor for one of the reasons stated in Subparagraph 14.2.1 and invokes the Performance Bond to complete the Work, the surety shall not without the written consent of the Owner, retain the Contractor for the Work, and the Contractor shall not without written consent of the Owner perform any of the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event the Owner elects to terminate the Contractor's employment under this Contract, the Contractor shall only be entitled to be paid for work under the Contract actually completed by the Contractor up to the date of Contractor's termination less deductions for

(1) the cost of correcting any deficient or defective work, including compensation for the Construction Manager and Architect and their respective consultants' additional services and expenses made necessary by the Contractor's defective work, default, neglect, or failure to perform under this Contract;

(2) damages incurred by the Owner as a result of the Contractor's breach, including but not limited to the costs to finish the work and damages for delay, if any, in completing the work under the Contract;

(3) actual reasonable attorney's fees incurred by the Owner in obtaining legal advice, counsel, and/or representation relating to the issues of Contractor's breach of contract, defective work, default, neglect, or failure to perform and Owner's legal options relating thereto as well as any other reasonable attorney's fees due to Owner under other provisions of this Contract; and

(4) such other amounts due and owing to Owner under the terms and conditions of the Contract documents. In the event the Contractor is terminated pursuant to Article 14.2, the Contractor shall not be entitled to any remaining funds under the Contract, except as specifically provided above and subject to the availability of funds after all work is completed.

All remaining unpaid funds in the Contract as of the date of Contractor's termination shall be the sole and exclusive property of the Owner, and the Contractor shall be paid by the Owner at the conclusion of all work under the Contract as provided above, but only to the extent that there are funds remaining after all payments have been made first to complete the work under the Contract and to compensate the Owner as provided above in the (4) enumerated deductions in this Article 14.2.3. Any funds still remaining after payment for all work and after payment of the Contractor as provided above shall be the sole and exclusive property of the Owner.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and payment of the four (4) enumerated deductions in Article 14.2.3 other damages incurred by the Owner and not expressly waived, such excess shall be the sole and exclusive property of the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor if any, for work completed by the Contractor less the deductibles provided in Paragraph 14.2.3) shall be determined by the Owner, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

Init.

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

*(Paragraphs deleted)*

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor (and any person or entity claiming by, through, or on behalf of Contractor) arising out of or relating to the Contract. Claims must be initiated by written notice, on Contractor's stationary. Meeting minutes and Fax transmissions from the Contractor will not be considered written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Decision of Architect. Any claim, dispute, or other matter in question between the Contractor and the Owner shall be made in writing to the Architect except those relating to artistic effect as provided in Subparagraph 4.2.13 and those which have been waived by the making or acceptance of final payment as provided in Article 9. The Architect shall provide each party with ample opportunity to present its evidence with respect to the claim made, and the Architect shall render his decision on the claim not less than ten (10) days after the close of evidence before the Architect. The decision of the Architect may be appealed by litigation in the Circuit Court of Howard County as provided below. However, no litigation of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Architect has rendered a written decision, or (2) the eleventh day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if the Architect has not rendered a written decision by that date. With respect to all claims and/or disputes, the final written decision of the Architect shall be final and binding on the parties and on those claiming by, through, and/or on behalf of any such party, person, or entity who had the right to do so, and failed to do so, unless the final written decision of the Architect as to any such claim and/or dispute is appealed to the Circuit Court for Howard County by a party within thirty (30) days after having received the Architect's final written decision. In any such appeal of the Architect's final written decision, it shall be presumed that the Architect's decision is correct, and the Architect's decision shall be treated and regarded in the same manner in which an arbitrator's award would be treated and regarded by a Maryland court under Maryland's Uniform Arbitration Act, subject, however, to the procedural requirements specified in the Contract documents. The failure to appeal the Architect's final written decision within the aforementioned thirty (30) day period shall result in the said decision becoming final and binding on all parties as provided above. The Circuit Court for Howard County, Maryland, shall be the sole and exclusive jurisdiction for appealing any final written decision of the Architect. If the Architect renders a decision after litigation proceedings have been filed, such decision may be entered as evidence but will not supersede any litigation proceedings unless the decision is acceptable to all parties concerned.

Init.

§ 15.1.3 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 15.1.4 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Except the Owner may withhold payment to the extent reasonably necessary to secure or compensate for a claim. This Article 15.1.4 shall not apply if the Owner has terminated the Contractor's employment pursuant to

§ 15.1.5 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

*(Paragraphs deleted)*

§ 15.1.6

*(Paragraphs deleted)*

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

§ 15.1.7 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 15.1

§ 15.1.8 Claims for Additional Time

§ 15.1.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice shall be made in writing to the Architect not more than twenty-one (21) days after the commencement of the delay, otherwise it shall be waived.

§ 15.1.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. . In establishing the time of construction completion, the weather conditions as recorded by the National Oceanic Atmospheric Administration (NOAA) at the National Climatic Data Center, Ashville, North Carolina over the past five (5) years will be taken into consideration. No extension of time, due to weather conditions, will be considered unless accompanied by NOAA documentary evidence showing by comparison that such weather is abnormal to the statistical mean of the past five (5) years and that such abnormality caused the delay.

§ 15.1.8.3 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible,

written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

## **§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES**

### **§ 15.2.1 Litigation**

**§ 15.2.1** Any Claim arising out of or related to the Contract. Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be resolved finally by litigation in the Circuit Court of Howard County, Maryland, provided, however, that the provisions of this Article 15.2.1 authorizing litigation in court shall not be exercised by any party until the provisions of Article 15.1.2 shall have been complied with and exhausted. No party shall be entitled to litigate any dispute and/or claim unless and until that party has fully complied with the provisions of Article 15.1.1. The failure of any party to adhere to and comply with the provisions of Article 15.1.1 shall serve as a bar to that party's litigating a claim and/or dispute in court.

**§ 15.2.2** Claims and Timely Assertion of Claims. Since the Owner is a public body, politic and corporate, its claims shall not be barred by any contractual period of limitations or by any statute of limitations. Claims by the Contractor shall be filed as provided in Article 15 (Claims and Disputes), and the time limits prescribed in Article 15 shall serve as a limitation upon filing of any and all claims and/or litigation by the Contractor and/or any person or entity claiming by, through, or on behalf of the Contractor.

### **15.3 Policies of Employment.**

*(Paragraphs deleted)*

#### **§15.3.1 The Contractor shall maintain policies on employment as follows:**

1. The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, sex, national origin, or age. Such action shall include but not be limited to the following:

Employment, upgrading demotion or transfer, recruitment or recruitment advertising layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship.

The Contractor shall post in conspicuous places available to employees and applicants for employment notices setting forth the policies of non-discrimination.

**§15.3.2** The Contractor and all Subcontractors shall in all solicitations or advertisements for employees placed by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

**§15.3.3** Minority Business Enterprise (MBE) Requirements are a part of the Conditions of the Contract, including Exhibits A, B, and C included with Form of Proposal.

## **ARTICLE 16 CONTRACTOR PERFORMANCE EVALUATION SCORECARD**

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency

**AIA Document A201® – 2007.** Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

**User Notes:**

Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

## EXHIBIT A

### 1. Commercial General Liability

Insurer (precise name as per policy, not group name)  
Best's Rating and Financial Size

Each Occurrence Limit  
Personal and Advertising Injury Limit  
General Aggregate Limit  
Products/Completed Operations Aggregate Limit

Occurrence Basis	yes	no
General Aggregate Limit applies Per Project	yes	no
Premises/Operations	yes	no
Actions of Independent Contractors	yes	no
Products/Completed Operations	yes	no
Contractual Liability	yes	no
Explosion, Collapse or Underground (XCU) Hazards	yes	no

Owner included as an additional insured	yes	no
Individuals related to Owner included as additional insureds	yes	no
Manuscript additional insured wording per insurance requirements	yes	no
If no, additional insured coverage extends to cover liability arising out of:		
Owner's general supervision	yes	no
Products and completed operations	yes	no
Specimen of additional insured wording attached if other than manuscript wording in the insurance requirements	yes	no
No cross suits or cross liability exclusion	yes	no
Coverage for additional insureds is primary to Owner's coverage	yes	no
60 days notice of cancellation, nonrenewal, etc.	yes	no
Amount of Retention or Deductible		
Specify if Retention or Deductible applies per occurrence or claim		

### 2. Business Auto Liability

Insurer (precise name as per policy, not group name)  
Best's Rating and Financial Size  
Each Accident Limit

Any Auto (or Hired and Non-owned Autos, if no owned autos)      yes      no

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

Contractual Liability	yes	no
60 days notice of cancellation, nonrenewal, etc.	yes	no
Amount of Retention or Deductible		
Specify if Retention or Deductible applies per accident or claim		

### 3. Workers Compensation and Employers Liability

Insurer (precise name as per policy, not group name)		
Best's Rating and Financial Size		
Statutory benefits as required by state or Federal law	yes	no
"Other States" coverage	yes	no
Employers liability	yes	no
Each accident limit		
Each employee limit-disease		
Policy limit-disease		
60 days notice of cancellation, etc.	yes	no
Amount of Retention or Deductible		
Specify if Retention or Deductible applies per accident or claim		

### 4. Contractors Pollution Liability

Insurer (precise name as per policy, not group name)		
Best's Rating and Financial Size		
Each Pollution Incident Limit		
Annual Aggregate Limit		
Other Limit(s)		
Coverage Form:	Claims Made	Occurrence
Covers Operations of Both Contractor and Subcontractors	yes	no
Contractual Liability	yes	no
60 days notice of cancellation, nonrenewal, etc.	yes	no
Amount of Retention or Deductible		
Specify if Retention or Deductible applies per occurrence or claim		

### 5. Umbrella Excess or Excess Liability

Insurer (precise name as per policy, not group name)		
Best's Rating and Financial Size		
Coverage Form:	Umbrella and Excess	Straight Excess
Each Occurrence Limit		
General Aggregate Limit (for other than products/completed operations and auto liability)		
Products/Completed Operations Aggregate Limit		

Underlying Schedule of Insurance includes:

Commercial General Liability	yes	no
Business Auto Liability	yes	no
Employers Liability	yes	no

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

Owner included as an additional insured	yes	no
Individuals related to Owner included as additional insureds	yes	no
Manuscript additional insured wording per insurance requirements	yes	no
If no, additional insured coverage extends to cover liability arising out of:		
Owner's general supervision	yes	no
Products and completed operations	yes	no
Specimen of additional insured wording attached if other than manuscript wording in the insurance requirements	yes	no
No cross suits or cross liability exclusion	yes	no
Coverage for additional insureds is primary to Owner's coverage	yes	no
60 days notice of cancellation, nonrenewal, etc.	yes	no
Amount of Retention		
Retention applies per occurrence	yes	no

### INSURANCE AGENT'S OR INSURER'S STATEMENT

I have reviewed the Contract's insurance requirements with the contractor named below. I hereby verify the above responses.

Name of Agent or Insurer:

Agency or Insurer Name:

Authorized Signature and Date:

Phone #:

Fax #:

E-mail:

### CONTRACTOR'S STATEMENT

If awarded the contract, I will comply with the Contract's insurance requirements. I further agree to maintain property insurance on the machinery, tools and equipment which are owned, rented or leased by my firm and which are utilized in the performance of the services rendered under this Contract.

Contractor's Name:

Authorized Signature and Date:

Phone #:

Fax #:

E-mail:

Init.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

EXHIBIT A  
CHANGE ORDER REQUEST FORMAT

PROJECT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

GENERAL CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

SUB-SUBCONTRACTOR: \_\_\_\_\_

C.O.R. ITEM OR WORK: \_\_\_\_\_

I. DIRECT PAYROLL LESS FRINGES, INSURANCE, TAXES\*: \_\_\_\_\_

II. FRINGES, TAX, INSURANCE BURDEN \_\_\_\_ % OF PAYROLL: \_\_\_\_\_

III. TOTAL MATERIAL COSTS\*\*: \_\_\_\_\_

IV. MATERIAL SALES TAX: \_\_\_\_\_

V. EQUIPMENT RENTALS (ATTACH COPY OF INVOICE): \_\_\_\_\_

VI. CONTRACTOR-OWNED EQUIPMENT\*\*: \_\_\_\_\_

VII. PROFIT AND OVERHEAD 20% OF LINES I & III: \_\_\_\_\_

VIII. 8% OF LINE V (ONLY WITH INVOICE COPY): \_\_\_\_\_

IX. TOTAL ALL LINES: \_\_\_\_\_

X. SUBCONTRACTORS COSTS (ATTACH BREAKDOWN): \_\_\_\_\_

XI. 8% PROFIT & OVERHEAD ON SUBCONTRACTORS: \_\_\_\_\_

XII. TOTAL LINES IX, X, & XI: \_\_\_\_\_

XIII. BOND \_\_\_\_ % OF LINE XII: \_\_\_\_\_

XIV. TOTAL COST OF WORK: \_\_\_\_\_

\*Provide Itemization of Labor Hours and Worker Classification

\*\*Provide Itemization.

Change Order Request Format is Required for each Portion of Change Order Request Submission.

AIA Document A201® – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 08:32:23 ET on 02/25/2021 under Order No.3541076493 which expires on 01/21/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:



## EXHIBIT A

### DESCRIPTION

All change orders shall be submitted in the change order request format (see Exhibit A) as set forth below:

1. Attach an itemization of labor hours. A certified payroll affidavit may be required to substantiate labor rates. The cost of foreman and superintendents may be added only when the change order makes necessary the hiring of additional supervisory personnel or makes their employment for time in addition to that required by the basic contract.
2. Labor burden percentage costs shall include all fringes, taxes, insurance, liabilities, workmen's compensation, unemployment, and any additional cost associated as labor burdens. Labor burden percentage rates are subject to approval of the Owner and is not subject to profit and overhead.
3. Attach an itemization of all materials used listing unit prices and extended prices.
4. Attach an itemization of equipment used and rental rates. If equipment is a rental, attach copy of the rental invoice. Rental equipment and contractor-owned equipment costs shall include all costs associated with the equipment, i.e. transportation, set-up, gas, and oil. Rental rates shall not exceed rates established by local rental companies and "MEANS DATA" rates.
5. Profit and overhead shall be considered full reimbursement for any additional expenses caused by the change order work. The Contractor shall agree to 20% profit and overhead markup on work by his own forces and 8% profit and overhead mark up on Subcontractors work. Allowances for overhead shall include but not limited to the costs for use of, small tools and consumables; trucks and trucking costs; maintenance and/or operations of Contractor's regular established office, branch office, and other facilities; resident and/or non-actively engaged supervision; time keepers; clerk; stenographer; watchmen; cost of correspondence; increased item of warranty under the change.
6. Profit and overhead at 8% may be added to equipment which is rented.
7. Only the actual added costs of the bond may be added to the change order amount. No further markup shall be allowed.
8. Change order requests shall not be considered unless they are submitted in proper format with all required and requested supporting documentation. All portions of the change shall use the change order request format.
9. For all work to be performed by a Subcontractor/Subcontractors, the Contractor shall furnish the Subcontractors itemized proposal which shall contain original signatures by an authorized representative of the Subcontracting firm. If requested by the Owner or Architect, proposals from suppliers or other supporting data to substantiate the Contractor's or Subcontractor's cost shall be furnished.
10. On changes resulting in a credit to the Owner, the credit shall be the net cost without profit overhead and profit.
11. Change order costs shall not exceed unit pricing as provided if applicable by Contract Documents.

Init.

## **TERMS AND CONDITIONS**

### **A. CONTRACT AWARD**

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these terms and conditions.

### **B. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS**

The Contractor agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

### **C. INITIATION OF WORK**

The Contractor shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

### **D. RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Contractor shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Contractor under this agreement or the activities conducted or required to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

### **E. BILLING AND PAYMENT**

The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. Invoices must contain the following information:

- a) Purchase Order Number
- b) Name of school
- c) Description of work along with quantities
- d) Start date and completion date
- e) Itemized breakdown of project costs to include labor and materials.
- f) Total due

HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and subcontractor staff in the performance of work under the Contract.

F. INSURANCE

The Contractor has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in APPENDIX C, INSURANCE REQUIREMENTS.

The awarded Contractor shall reimburse, indemnify and hold harmless the Board for all loss to the Board, including attorney's fees and cost resulting from negligence of the contractor in the performance of this contract, and for all loss to the Board resulting from non-performance thereof, except those losses otherwise specifically excluded by the Board.

SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Contractor, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

G. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

H. DELAYS AND EXTENSIONS OF TIME

The Contractor shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

I. REMEDIES AND TERMINATION

1. **Correction of Errors, Defects, and Omissions** - The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the Contractor of the responsibility.
2. **Set-Off** - HCPSS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPSS by virtue of any breach of

this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the Contractor for damages and HCPSS may affirmatively collect damages from the Contractor.

3. **Termination for Default** - If the Contractor fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at HCPSS's option, become HCPSS property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
4. **Termination for Convenience of HCPSS** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.
5. **Obligations of Contractor upon Termination** - Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:
  - a) Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
  - b) Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of Contractor under the orders or subcontracts terminated.
  - c) Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Contractor which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.
6. **Remedies Not Exclusive** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

J. RESPONSIBILITY OF CONTRACTOR

1. The Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor, architect, or engineer in the performance of services similar to the services hereunder.
2. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.

3. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the Contractor's negligent performance of any or the services furnished under this contract.
4. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

K. DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS Project Manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the Project Manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

L. EXAMINATION OF RECORDS

The Contractor agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have four (4) years after the final renewal expiration date under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

M. DISSEMINATION OF INFORMATION

During the term of this agreement, the Contractor shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

N. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

O. CONTINGENT FEE PROHIBITION

The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

P. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the Contractor's work extend beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience Section, if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract. HCPSS, however, reserves the right to negotiate with the Contractor to perform additional tasks not specified in this RFP that may be required in order to assure that the Contractor's recommendations are implemented and are having the desired effects.

Q. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants:

1. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
2. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
3. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
4. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
5. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

R. STAFF

The Contractor shall utilize the personnel named and/or otherwise identified in its submittal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Contractor's employ, or similar reasons, the Contractor shall promptly submit to the Project Manager, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the contract manager.

S. OWNERSHIP AND USE OF PROGRAM MATERIALS

All materials, including but not limited to training documents, program and software, diagnostic equipment and energy information systems furnished by Contractor to HCPSS in connection to this Program shall remain the property of the School System. No materials will be returned to the Contractor at the end of the contract period including any that are copyrighted. HCPSS shall have the right to continue using all and any control equipment and document materials for as long as the School System desires to do so.

T. ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS

The Contractor understands that HCPSS shall not be required to act contrary to the School System policies or unreasonably interfere with the School System operations. The Contractor and any Sub-Contractor personnel assigned to this project must be cognizant and abide by School System policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the School System

policies and procedures. Moreover, the Contractor shall be cognizant and enforce all federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies.

U. OPTIONAL USE OF CONTRACT

The Mid-Atlantic Purchasing Team (MAPT) is the title of the agreement between the Metropolitan Washington Council of Governments and the Baltimore Metropolitan Council to aggregate the purchasing volumes in the Maryland, Virginia and Washington D.C. regions. A lead agency format is used to accomplish this work, and neither the lead agency nor MWCOG or BMC are compensated through the contract.

Participating entities, through their participation, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

The supplier agrees 1) this contract shall be governed by and construed in accordance with the laws of the State in which the participating entity officially resides; 2) the regional coordinators of cooperative purchasing in MWCOG and BMC shall be provided reasonable contract usage reporting on demand and without further approval of contract participants; 3) contract obligations rest solely with the participating entities only; and 4) significant changes in total contract value may result in further negotiations of contract pricing for the participating entities.

V. SEX OFFENDER NOTIFICATION

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procurement Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that employee complies with the requirements.

W. CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

X. ETHICS REGULATIONS

The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

Y. DEBARMENT STATUS

By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

Z. ASSIGNMENTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

AA. SUBCONTRACTORS

In the event that some or all of the professional services under this agreement are assigned to one or more subcontractors with the permission of the HCPSS, the contractor must advise the HCPSS Contract Administrator of the current names and addresses of all subcontractors and shall verify that all subcontractors adhere to all requirements and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Contractors and its subcontractors shall remain jointly and severally liable to the Board for any breaches, act, or omissions committed by a subcontractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

BB. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT



The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

CC. RIGHT TO ASSIGN WORK

The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system.

DD. SPECIFICATIONS AND SCOPE OF WORK

The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award then the bidders silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.

EE. INDEMNIFICATION

The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

FF. PERMITS, CODES AND LAWS

All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws. The contractor is responsible for assuring that all of their employee and services provided under the contract follow and comply with any such requirements pertaining and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors Bid price.

GG. MATERIAL SAFETY DATA SHEETS

Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System  
Safety, Environment and Risk Management  
10910 Clarksville Pike  
Ellicott City, MD 21042

MSDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.

HH. BEHAVIOR OF CONTRACTOR EMPLOYEES

Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment based on race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment.

It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all or their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies, which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

II. PRIME CONTRACTOR SUPERVISORY RESPONSIBILITIES

The contractor shall be responsible for supervising and directing the work under this contract and all subcontractors, using best skill and attention. The contractor will assure that all subcontractors and its own employees abide by all of the Howard county Public Schools policies and procedures and the terms and conditions of this contract. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees. The contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with HCPSS staff in English in fulfilling the terms of the contract.

JJ. RIGHT TO STOP WORK

If HCPSS determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, HCPSS has the right to stop work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of HCPSS. HCPSS also reserves the right to e-bid this contract if it is decided that performance is not within the specifications as set out.

KK. PROPOSALS FIRM FOR 120 DAYS

Proposal prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

LL. LICENSES AND QUALIFICATIONS

Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.

HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and Other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

MM. IDENTIFICATION AND SIGN-IN

All contractor and subcontractor personnel, working in or around HCPSS buildings, shall have a valid driver's license or photo ID in their possession at all times and wear appropriate distinctive uniform Clothing while on the school system's premises. All personnel will be required to sign-in and out of HCPSS buildings each time, they visit.

NN. NON-DISCRIMINATION IN EMPLOYMENT

The HCPSS does not discriminate based on race, color, creed, national origin, religion, physical or mental disability, age, gender, marital statu, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410-313-6654.

OO. BINDING AGREEMENT

This agreement supersedes any and all understandings or agreements, either oral or written, between the Board and the contractor, and constitutes the entire binding agreement upon the parties and their respective successors.

PP. INDEPENDENT CONTRACTS

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the parties.

QQ. PRICE ADJUSTMENTS

The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the Contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark up allowed. For such changes to be

considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request. Price increase requests will not be considered if not accompanied with the proper information.

RR. LIQUIDATED DAMAGES

Liquidated damages shall be assessed at the rate of five hundred dollars (\$500.00) per calendar day beyond the completion date indicated in the scope of work for each project and/or listed on the purchase order for work not 100% complete.

The Contractor agrees that the sum specified for liquidated damages for delay by the Contractor is not a penalty and is liquidated damages, that the damages resulting to the Owner for delay in completion by the Contractor are difficult of ascertainment and that the amount specified is not grossly excessive and it is not out of proportion to the damages that might readily be expected to result from delay caused by the Contractor. Excluded from the liquidated damage provision, however, are any damages for loss of use of any facility of the Owner that arises from a delay and the Owner expressly reserves the right to claim damages for such loss of use. The Contractor agrees that it has freely bid on this contract with the full and complete knowledge of the provisions for liquidated damages and waives all objections to such provisions as a penalty.

In addition, the Owner shall assess and deduct from the contract sum any and all extra costs associated with maintaining the project (e.g. engineering fees, Owner's overtime, etc.) for each calendar day of delay that the Contractor extends substantial completion of the entire work beyond the completion date or time stipulated in the Contract Documents.

Any delays to projects must be communicated to the Contract Manager immediately.

SS. WORKING HOURS

Regular hours of work shall be determined by the HCPSS Contract Manager for each project depending on the scope of work and the ability to access areas without disruption to school activities.

Regular Hours shall consist of one of three possible shifts, 7:00 am to 3:00 pm, 3:00 pm to 11:00 pm or 11:00 pm to 7:00 am.

Premium hours (Overtime) will be paid for hours other than those specified as regular hours. Premium Hours will be approved for payment only if the school system's Contract Manager authorizes the overtime in writing. Premium hours (Overtime) shall be as shown in the proposal for any change order work.

Emergency hours will be paid at the regular rate and be in effect (24) hours per day, (7) days a week. Response time to emergencies shall not be greater than (4) hours.

The Contractor shall perform the work under this Contract on the job site in the presence of HCPSS employees. If there is any off-site work such as shop fabrication, the school system shall be so notified at the time the not-to-exceed price is provided by the Contractor. The school system reserves the right to inspect such off-site work, including the manufacturer's premises at any time.

TT. ASBESTOS MATERIALS

No products shall contain asbestos.

Bidders/Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.

Any products from the Bidder/Contractor found to be containing asbestos shall be promptly removed from HCPSS property at the expense of the Bidder/Contractor. Credit for the product removed will be issued at the price paid. Bidder/Contractor shall be responsible for any disposal and removal costs.

UU. LEAD PAINT: 40 CFR PART 745 RENOVATION, REPAIR, AND PAINTING RULE

Any Contractor disturbing known lead based paint surfaces of greater than 6 square feet (interior) and 20 square feet (exterior) in HCPSS facilities constructed prior to 1978 and within areas housing children under the age of 6 years shall comply with Environmental Protection Agency's (EPA) 40 CFR Part 745, herein known as the "Rule". The contractor shall be a certified firm, employ a certified renovator, and follow proper lead paint work practices.

A certified firm is a company who has successfully registered with the EPA. A certified renovator is an individual from the firm who successfully completed an accredited EPA 8-hour class per the Rule.

Examples of impacted areas may include kindergarten classrooms, early childhood classrooms, restrooms commonly used by children under 6 years of age, elementary cafeterias and gymnasiums, before and after care rooms, and high school teen's childcare environments. Exterior work is impacted by this Rule if within 10 feet of windows and/or doors to an interior classroom housing children under the age of 6 or an outdoor activity area, such a macadam or mulched play area.

HCPSS will identify the presence or absence of lead base paint within affected work areas and documentation will be made available upon request. HCPSS will provide project notification and educational pamphlets as required per the Rule.

Contractor is to notify HCPSS Contract Manager and/or Office of Safety, Environment, and Risk Management when work area is ready for a Cleaning Verification Procedure as defined by the Rule. HCPSS will provide a certified third party to perform dust sampling. EPA's visual verification card will not be accepted.

The Contractor's Certified Renovator shall be present as per the Rule during posting of signs, work area setup, and work area clean-up. Upon a request, the Certified Renovator shall be able to physically respond on-site within two hours.

HCPSS project manager and/or Office of Safety, Environment, and Risk Management will sign related documents for the Contractor as required per the Rule.

VV. FINAL CLEANING

Upon completion of the work specified in the contract and before final payment will be made, the construction area and all other adjoining areas occupied by the contractor during the construction of said contract shall be cleaned of all surplus and discarded materials, spilled materials, and excess materials left from the permanent work as a result of the contractor's operations. The adjoining areas mentioned above will be reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.

Cleaning shall include the cleaning of the debris collected above the ceiling tiles to include but not limited to the following: the top surface of the ceiling tiles, ceiling tile grid, ductwork, equipment and joints/beams as a result of the work.

HCPSS office of Custodial Services shall give final approval of all cleaned areas. Contractor shall be fully responsible for correcting deficiencies in cleanliness at no additional cost to the HCPSS including but not limited to providing labor, equipment, supervision and cleaning services.

WW. WARRANTY

All products shall minimally carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year. Upon completion the contractor shall submit a manufacturer's warranty when applicable. All labor shall minimally carry a warranty against workmanship for a minimum of one year.

XX. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

## CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_ Contract/Bid Number: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Department: \_\_\_\_\_

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

**HOW SATISFIED.** Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

**A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.**

Satisfaction with the contractor's performance:

Highly  
Dissatisfied

Highly  
Satisfied

1. **Quality of Work.** The contractor's ability to do the job right the first time.

1 2 3 4 5 6 7 8 9 10 N/A

2. **Responsiveness.** The contractor's ability to adapt to changes and meet unusual needs.

1 2 3 4 5 6 7 8 9 10 N/A

3. **Professionalism.** The courtesy and standards of conduct maintained by the contractor and his or her employees.

1 2 3 4 5 6 7 8 9 10 N/A

4. **Resources.** The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.

1 2 3 4 5 6 7 8 9 10 N/A

5. **Schedule Management.** The contractor's ability to show up when scheduled and complete the work on time.

1 2 3 4 5 6 7 8 9 10 N/A

6. **Quality Control.** The contractor's ability to identify problems and deficiencies before you do.

1 2 3 4 5 6 7 8 9 10 N/A

## CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

7. <b>Deficiency Resolution.</b> The contractor's ability to rapidly correct deficiencies in his or her work.	1	2	3	4	5	6	7	8	9	10	N/A
8. <b>Submittal Management.</b> The contractor's ability to provide submittals in a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
9. <b>Training.</b> The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A
10. <b>Appearance.</b> The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A
11. <b>Security.</b> The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12. <b>Safety.</b> The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A
13. <b>Utility Conservation.</b> The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
14. <b>Disruptions.</b> The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A
16. <b>Quality of Materials.</b> The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
17. <b>Emergency Response.</b> The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A
18. <b>Hazardous Materials.</b> The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19. <b>Innovation.</b> The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
20. <b>Teamwork.</b> The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1	2	3	4	5	6	7	8	9	10	N/A
21. <b>Cost Management.</b> The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22. <b>Billing.</b> The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
23. <b>Compliance.</b> The contractor complied with all rules, requests, regulations and requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1	2	3	4	5	6	7	8	9	10	N/A



## CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

**Please summarize the contractor's overall performance based on the scores for the performance indicators noted above:**

SAMPLE

**Please return the completed survey by email to: [Kristal.Burgess@hcpss.org](mailto:Kristal.Burgess@hcpss.org) or fax (410) 313-6789**

Thank you for your prompt assistance.

## SECTION 00730

### MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS

#### 1.0 PURPOSE

The purpose of the Procedures is to fulfill the intent of the law by setting goals for minority business enterprise participation in every contract that includes State funding through the Public School Construction Program. Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 29 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State Public School Construction Program (PSCP) funds are utilized, with a minimum of 0 percent from certified African American-owned businesses, a minimum of 0 percent from certified Asian American-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.

#### 2.0 EFFECTIVE DATE

These procedures have been adopted for use in Howard County and supersede previously utilized MBE procedures, and will take effect on or after September 18, 2008.

#### 3.0 DEFINITIONS

1. **Certification** means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.
2. **Certified Minority Business Enterprise** means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).
3. **Corporation**, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the business person(s) ownership.)
4. **Managerial Control**, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business.

Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:

- a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner's control thereby preventing the minority owner from making those decisions which affect the destiny of a business;
  - b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner's control, such as, but not limited to:
    - 1) Authority to sign payroll checks and letters of credit;
    - 2) Authority to negotiate and sign for insurance and/or bonds;
    - 3) Authority to negotiate for banking services, such as establishing lines of credit; and
    - 4) Authority to negotiate and sign for contracts.
  - c. Agreements for support services that do not lessen the minority owner's control of the company are permitted as long as the disadvantaged or minority business owner's authority to manage the company is not restricted or impaired.
5. **Minority Business Enterprise (MBE)** means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including:
- African Americans;
  - American Indian/Native Americans;
  - Asians;
  - Hispanics;
  - Physically or mentally disabled individuals;
  - Women; or
  - A non-profit entity organized to promote the interests of physically or mentally disabled individuals.
6. **Minority Business Enterprise Liaison** means the employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.
7. **Operational Control**, as defined by MDOT, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry. Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:
- a. The minority owner should have experience in the industry for which certification is being sought; and
  - b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently

must possess the knowledge to weigh all advice given and to make an independent determination.

8. **Ownership**, as defined by MDOT, means that:
  - a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.
  - b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person's ownership interest.
9. **Partnership** means an unincorporated association of two or more persons to carry on as co-owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person's interest must be at least 51 percent of the partnership capital.
10. **Socially and Economically Disadvantaged** means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at \$1,500,000, above which an individual may not be found to be socially and economically disadvantaged.
11. **Sole Proprietorship**, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.

#### 4.0 MBE GOAL SETTING PROCEDURES

1. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.
2. Race-neutral measures include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts.
3. Race-based measures include setting an overall MBE goal and MBE subgoals, if applicable, based upon race, gender, ethnicity, etc., for a specific project.

4. The overall MBE goal and the subgoals, if applicable, should be set for each specific project, considering but not limited to, the following factors:
  - a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project;
  - b. A determination of the number of certified MBEs that potentially could perform the identified work;
  - c. The geographic location of the project in relationship to the identified certified MBEs;
  - d. Information obtained from other State departments/agencies related to establishing a MBE goal and/or subgoals for similar construction projects or work in the jurisdiction;
  - e. Information obtained from other State departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
  - f. Any other activities or information that may be identified as useful and productive.
5. The Superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE liaison and the procurement officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project architect, the cost estimator, the construction manager, and/or other individuals selected by the superintendent or designee.
  - a. The PRG should communicate and/or meet as needed to consider the MBE subcontracting goal and subgoals, if applicable, for individual projects or groups of projects.
  - b. The PRG should consider the factors cited in 4 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.
  - c. The PRG must complete and submit a written analysis for each state funded school construction project with an estimated cost that is expected to exceed \$200,000.
    - i.. For state-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the department of general services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
    - ii. For state-funded projects that do not require review of construction documents, the written analysis shall be submitted to the public school construction program, and will be reviewed by the PSCP for submission and appropriate signatures.
    - iii. For locally funded projects that are anticipated to be requested for state approval of planning and funding, the written analysis shall be submitted with the CD documents to the Maryland state department of education, and will be reviewed by MSDE for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents. Submission of this document is a pre-condition for recommendation for state approval of planning and funding when submitted in an annual CIP.

- d. For projects estimated to cost between \$50,000 and \$200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.
    - i. For state-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the department of general services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
    - ii. For state-funded projects that do not require review of construction documents, the written analysis shall be submitted to the public school construction program, and will be reviewed by the PSCP for submission and appropriate signatures.
  - e. If the project cost is estimated to exceed \$200,000 then a copy of the written analysis shall also be sent to GOMA at the same time that the written analysis is submitted to the DGS or the PSCP.
  - f. The PRG should consult with local counsel for the board of education as needed.
5. It is recognized that by utilizing the factors cited in 4 above, the MBE goal and/or subgoals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (29% overall, with 0% from African American-owned businesses and 0% from Asian American-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or subgoals will be set for a specific project or the segmented piece of the project.
  6. Assistance in reviewing the factors cited in 4 above and setting a goal and/or subgoals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the Public School Construction Program and/or the Governor's Office of Minority Affairs.

## **5.0 IMPLEMENTING PROCEDURES - Over \$50,000**

For construction projects estimated to cost in excess of \$50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:
  - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
  - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of \_\_\_\_ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
  - c. If subgoals have been established for this project then one of the following should be included:
    - 1) "The subgoals established for this project are \_\_\_\_ percent from African American-owned businesses and \_\_\_\_ percent from Asian American-owned businesses."

- 2) "The subgoal established for this project is \_\_\_\_ percent from African American-owned businesses."
  - 3) "The subgoal established for this project is \_\_\_\_ percent from Asian American-owned businesses."
  - d. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, as described in the solicitation documents.
  - e. If there is no overall MBE goal or MBE subgoals established for the project, then only 1.A. above is to be included.
2. Other Advertisement and Outreach Requirements
- a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.
  - b. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor's Office of Minority Affairs at the same time the advertisement for the solicitation is released.
  - c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor's Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association's members may be initiated to justify continuation of this service.
  - d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and subgoals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required attachments, particularly A, B, and C; and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.
  - e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
  - f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.
3. All Solicitation Documents Shall Include the Following:
- a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice".
  - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of \_\_\_\_ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of \_\_\_\_ percent from certified African American-owned businesses, a minimum of \_\_\_\_ percent from certified Asian American-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to

achieve the MBE goal and subgoals, if applicable, from certified MBEs". Note: see 6.1.C. above for variations that may be required.

- c. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B - MBE Participation Schedule. These two attachments must be accurate and consistent with each other.
  - 1) Attachment A and Attachment B shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.
  - 2) As an alternative, and at the discretion of the school system, Attachment A could be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document. The sealed bids or proposals received by the time specified could be held, unopened for a maximum of 30 minutes. Within that time (30 minutes) each bidder or offeror must submit Attachment B, in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with Attachment B will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with Attachment B, prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.
- d. The submittal of a completed and signed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed and signed Attachment B - MBE Participation Schedule indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.
  - 1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid opening will also be considered.
  - 2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.
- e. The bidder or offeror must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:
  - 1) They are therefore requesting a waiver, and
  - 2) Documentation of their good faith efforts will be provided to the school system staff within 10 days of being notified that they are the apparent low bidder or apparent successful offeror.
- f. The bidder or offeror must submit Attachment B (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate Attachment B is required. All of the work specified to be performed by each MBE firm, the contact information, MDOT certification number, minority code, the dollar values, and percentages must be correct.
- g. Attachment B should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment B should be submitted by the



successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.

- h. If a request for a waiver has been made, the appropriate box on Attachment A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder's or successful offeror's supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.
- i. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) working days from notification that the firm is the apparent low bidder or successful offeror:
  - 1) A completed Attachment D - Minority Business Enterprise Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment B - MBE Participation Schedule and Attachment C - Outreach Efforts Compliance Statement shall be signed and completed by the bidder or offeror.
  - 2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
  - 3) The ten (10) working days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
  - 4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

#### 4. Waiver Procedures

- a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or subgoals, if applicable, for the project at the time of submission of a bid or offer, they must check either of the two boxes on Attachment A. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.
- b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoals, if applicable, from certified African American-owned businesses and/or from certified Asian American-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 working days from notification that the firm is the apparent low bidder or successful offeror, a completed Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation which shall include the following:
  - 1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
  - 2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) days before the bid or proposal opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of

work to be performed and specific instructions on how to submit a bid or proposal;

- 3) Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid or proposal opening will also be considered.
  - 4) A detailed statement of the bidder's or offeror's efforts to make personal contact with MBE firms identified for item (2) above;
  - 5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;
  - 6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;
  - 7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;
  - 8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid or pre-proposal meetings or other meetings scheduled by the MBE Liaison or designated representative; and
  - 9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.
- c. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment D - Minority Business Enterprise Subcontractor Project Participation statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment B or the revised Attachment B.
- d. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9)
- 1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and could obtain legal advice or assistance from their attorney.
  - 2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.
  - 3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the Public School Construction Program and/or the Governor's Office of Minority Affairs.
  - 4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted, including the LEA's review and analysis notes and conclusion shall be retained in the project file.
  - 5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted, including the LEA's review and analysis notes and conclusion, shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.
  - 6) When a waiver is granted, a copy of Attachment F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to the Governor's

Office of Minority Affairs and the Public School Construction Program within ten (10) days after approval of the contract award by the board of education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.

5. All Contracts Shall Include The Following:

- a. "The contractor shall perform the contract in accordance with the representations made in Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, submitted as part of the bid or proposal".
- b. "Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract".
  - 1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.
  - 2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
  - 3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.
  - 4) The contractor shall submit monthly to the MBE Liaison or the school system's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
  - 5) The contractor shall included in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
  - 6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the Public School Construction Program, and/or the Governor's Office of Minority Affairs may, from time to time, conduct.
  - 7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.
  - 8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract, and will be available for inspection by the MBE Liaison, representatives from the Public School Construction Program and/or other designated official entities.
  - 9) At the option of the MBE Liaison or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

- 10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment B - MBE Participation Schedule has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change has occurred. Any desired change in Attachment B - MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the LEA.
- 11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
- 12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison and should be included in subsequent monthly requisitions for payment.
- 13) The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, *Minority Business Enterprise Participation*, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B – MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
- 14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the amount that was anticipated to be paid at the time of contract award, the amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final payments to any MBE was below the level of commitment at the time of contract award.

#### 6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

- a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school

system can structure its procedures to attain the overall MBE goal and subgoals, if applicable, for the project as presented below:

- b. The MBE liaison and other school system staff should work with the project's construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and subgoals, if applicable, for each specific bid or proposal package.
- c. The overall MBE goal and subgoals, if applicable, for the project shall represent the aggregate of the individual goals and subgoals, if applicable, set for each bid or proposal package.
- d. In setting the specific goals and subgoals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.
- e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system's representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and subgoals, if applicable, for each solicitation package. This would include the overall MBE goal and subgoals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.
- f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and subgoals, if applicable, would not be required to submit any of the MBE attachments that are otherwise required nor would they be required to indicate that they are requesting a waiver. The school system representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.
- g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of attachments a and b as described above in section 6.0. this includes the documentation for a request for a waiver, if applicable and appropriate.

## 6.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the Public School Construction Program. These records shall include by project:
  - a. The contractor report submitted at the completion of the project;
  - b. The identity of the minority contractors employed on the project;
  - c. The type of work performed;
  - d. The actual dollar value of the work, services, supplies or equipment; and
  - e. The MBE percentage of the total contract.
2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime

contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.

3. The LEA shall submit the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), which is Attachment G in this procedure, to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.
4. The LEA shall submit the "Close-Out Cost Summary" (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), which is Attachment H of this procedure, along with the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.
5. Each fiscal year end, PSCP Fiscal Services will create a report "Payments Made To Contractors during The Fiscal Year" and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.
6. Each fiscal year end, PSCP Fiscal Services will create a report "Projects Completed During the Fiscal Year" and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

## **7.0 MONITORING**

1. The LEA's procurement personnel or project staff shall verify that the certified MBE's listed in the MBE participation schedule are actually performing the work.
2. The LEA's procurement personnel shall ensure that MBE subcontractors are receiving compensation as set forth in the MBE participation schedule by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.
3. The MBE Liaison and/or the Public School Construction Program will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.
4. The MBE Liaison will maintain appropriate records, and shall assist the Public School Construction Program in on-site or post-audit reviews upon request.
5. Auditors from the Public School Construction Program will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

PROJECT: \_\_\_\_\_

PSC#: \_\_\_\_\_

**Attachment A (page 1 of 2)**

**CERTIFIED MINORITY BUSINESS ENTERPRISE  
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

***NOTE: You must include this document with your bid or offer. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.***

\* \* \* \* \*

**Part I.**

I acknowledge the:

- Overall certified MBE subcontract participation goal of 20%. and
- The subgoals, if applicable, of:
  - \_\_\_\_ % for certified African American-owned businesses and
  - \_\_\_\_ % for certified Women-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

**Part II.**

Check ONE Box

**NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD**

**NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD**

- 1 ☐ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.
- or**
- 2 ☐ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: \_\_\_\_ %
- Waiver of MBE subcontract participation subgoals, if applicable:
  - \_\_\_\_ % for certified African American-owned businesses and
  - \_\_\_\_ % for certified Woman-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

or

- 3 ☐ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

### Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

**I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address (continued)

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

October 2017



**ATTACHMENT B  
MBE PARTICIPATION SCHEDULE**

**REVISED**

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name			2. Prime Contractor's Address/Telephone Number																															
3. Project/School Name			4. Project/School Location																															
5. LEA Name: _____  PSC Number: _____			6. Base Bid Amount     \$ _____  Acceptance Alternates \$ _____  Total                         \$ _____																															
<b>7a.</b> Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic <input type="checkbox"/> Disabled																																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">Subcontractor Firm (Select One)</th> <th style="width:20%;">Allowable Percentage</th> <th style="width:15%;">Percentage of Total Contract</th> <th style="width:20%;">Subcontractor Dollar Amount</th> <th style="width:20%;">Participation Amount</th> <th style="width:5%;"></th> </tr> <tr> <td>MDOT Certified Firm</td> <td align="center">100%</td> <td></td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td rowspan="2">MDOT Certified Prime Contractor</td> <td>50% of established goal    OR</td> <td></td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>100% of one subgroup contract subgoal</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MDOT Certified Supplier, Wholesaler and Regular Dealer</td> <td align="center">60%</td> <td></td> <td>\$</td> <td>\$</td> <td></td> </tr> </table>						Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount		MDOT Certified Firm	100%		\$	\$		MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$		100% of one subgroup contract subgoal					MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$	
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount																														
MDOT Certified Firm	100%		\$	\$																														
MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$																														
	100% of one subgroup contract subgoal																																	
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$																														
<b>7b.</b> Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic <input type="checkbox"/> Disabled																																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">Subcontractor Firm (Select One)</th> <th style="width:20%;">Allowable Percentage</th> <th style="width:15%;">Percentage of Total Contract</th> <th style="width:20%;">Subcontractor Dollar Amount</th> <th style="width:20%;">Participation Amount</th> <th style="width:5%;"></th> </tr> <tr> <td>MDOT Certified Firm</td> <td align="center">100%</td> <td></td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td rowspan="2">MDOT Certified Prime Contractor</td> <td>50% of established goal    OR</td> <td></td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>100% of one subgroup contract subgoal</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MDOT Certified Supplier, Wholesaler and Regular Dealer</td> <td align="center">60%</td> <td></td> <td>\$</td> <td>\$</td> <td></td> </tr> </table>						Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount		MDOT Certified Firm	100%		\$	\$		MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$		100% of one subgroup contract subgoal					MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$	
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount																														
MDOT Certified Firm	100%		\$	\$																														
MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$																														
	100% of one subgroup contract subgoal																																	
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$																														
<b>7c.</b> Minority Firm Name: _____ Minority Firm Address: _____ MDOT Firm Certification Number: _____ <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic <input type="checkbox"/> Disabled																																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">Subcontractor Firm (Select One)</th> <th style="width:20%;">Allowable Percentage</th> <th style="width:15%;">Percentage of Total Contract</th> <th style="width:20%;">Subcontractor Dollar Amount</th> <th style="width:20%;">Participation Amount</th> <th style="width:5%;"></th> </tr> <tr> <td>MDOT Certified Firm</td> <td align="center">100%</td> <td></td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td rowspan="2">MDOT Certified Prime Contractor</td> <td>50% of established goal    OR</td> <td></td> <td>\$</td> <td>\$</td> <td></td> </tr> <tr> <td>100% of one subgroup contract subgoal</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MDOT Certified Supplier, Wholesaler and Regular Dealer</td> <td align="center">60%</td> <td></td> <td>\$</td> <td>\$</td> <td></td> </tr> </table>						Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount		MDOT Certified Firm	100%		\$	\$		MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$		100% of one subgroup contract subgoal					MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$	
Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount																														
MDOT Certified Firm	100%		\$	\$																														
MDOT Certified Prime Contractor	50% of established goal    OR		\$	\$																														
	100% of one subgroup contract subgoal																																	
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		\$	\$																														
8. MBE Total Amount			9. Total MBE Percent of Entire Contract																															
<b>10. Form Prepared by:</b> Name: _____ Title: _____ Date: _____			<b>11. Reviewed and Accepted by Board of Edu. MBE Liaison</b> Name: _____ Title: _____ Date: _____																															

Total MBE Participation:	\$ _____	_____ %	
Total African-American Participation:	\$ _____	_____ %	
Total Women Owned MBE Participation:	\$ _____	_____ %	
Total Other Participation:	\$ _____	_____ %	

## Outreach Efforts Compliance Statement

**\*\*Complete and submit this form within 10 business days of notification of apparent award  
\*\***

In conjunction with the bid or offer submitted in response to the solicitation for <<*project name*>>  
/ <<*Solicitation No.*>>, I affirm the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories (extend list as needed):
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  - e. \_\_\_\_\_
  - f. \_\_\_\_\_
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited certified MBEs (extend list as needed):
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
4. Select ONE of the following:
  - a. ☐ This contract does not involve bonding requirements.**OR**
  - b. ☐ Bidder/Offeror assisted certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
  - a. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference.**OR**
  - b. ☐ No pre-bid/proposal conference was held.

_____	By: _____
Bidder/Offeror Printed Name	Signature: _____
	Title: _____
	Date: _____
Address: _____	
	_____
	_____

# MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: \_\_\_\_\_

PROJECT/ SCHOOL LOCATION: \_\_\_\_\_

LEA: \_\_\_\_\_

NAME OF PRIME CONTRACTOR: \_\_\_\_\_

NAME OF MBE SUBCONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
MDOT Certification Number

\_\_\_\_\_  
NAICS Code

1. Work/Services to be performed by MBE Subcontractor: \_\_\_\_\_

2. Subcontract Amount: \$ \_\_\_\_\_ Participation Amount \$ \_\_\_\_\_

3. Bonds - Amount and type required of Subcontractor if any: \_\_\_\_\_

4. MBE Anticipated or Actual Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

5. This MBE subcontract represents the following percentage of the total contract cost: \_\_\_\_\_

6. This is an African American Firm: Yes \_\_\_\_\_ No \_\_\_\_\_

7. This is an Asian American Firm: Yes \_\_\_\_\_ No \_\_\_\_\_

8. This is a Native American, Hispanic or Disabled Firm: Yes \_\_\_\_\_ No \_\_\_\_\_

(Circle One)

\*\*\*\*\*

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: \_\_\_\_\_

Date: \_\_\_\_\_

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

## MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)  
located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)  
was offered an opportunity to bid on the \_\_\_\_\_ school project  
in \_\_\_\_\_ County by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable for the  
work/service or unable to prepare a bid for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Minority Firm's MBE Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
MDOT Certification #

\_\_\_\_\_  
Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment F

### MBE WAIVER DOCUMENTATION

Project Name: \_\_\_\_\_ PSC No. \_\_\_\_\_

Base Contract Amount \$ \_\_\_\_\_

Plus Accepted Alternates \$ \_\_\_\_\_

Equals Total Contract Amount \$ \_\_\_\_\_

I have previously requested that a waiver be granted to the overall MBE goal for this project of \_\_\_\_ percent, with a minimum of \_\_\_\_ percent from certified African American-owned businesses, a minimum of \_\_\_\_ percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I \_\_\_\_\_, hereby certify that my position is  
(Name of Company Representative)

\_\_\_\_\_, and I am the duly authorized representative of  
(Position Title)

\_\_\_\_\_.  
(Company Name)

I further certify that I have submitted a *Schedule for Participation of Certified Minority Business Enterprises* which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

#### Summary MBE Participation Schedule from Attachment B

Minority Group	MBE GOAL		Actual MBE Participation		Request For Waiver	
	Dollar Value of Total Contract*	Percent of Total Contract	Dollar Value	Percent of Total Contract	Dollar Value	Percent of Total Contract
a. Sub Goal African American						
b. Sub Goal Asian American						
c. Other * in Sub Goal group a/b above						
<b>TOTALS</b>						

\* with accepted/rejected alternates

To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE's regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature \_\_\_\_\_  
(Company Representative Name)

Date \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day.

of \_\_\_\_\_ in the year \_\_\_\_\_ Notary Public \_\_\_\_\_

-----

Reviewed and accepted by the \_\_\_\_\_ County Board of Education MBE Liaison.

(County Name)

Signature \_\_\_\_\_  
(County Representative Name)

Date \_\_\_\_\_

MBE Request For Waiver Master Form (July 2002)

CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION
STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

LEA:
FACILITY NAME:
SCOPE OF WORK:
DATE:
PSC NO:
REQ NO:

Table with 7 columns: Name of MBE Sub-Contractor, MDOT Certification Number and Classification, TOTAL MBE Contract Amount, Amount to be Paid THIS Requisition, TOTAL Paid to Date, MBE has Received FINAL Payment?, If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE. Includes a TOTAL row at the bottom.

MDOT Certification Number and Classification can be located at http://mbe.state.md.us/directory/

- MBE Classification:
African American = AA
Hispanic American = H
Native American = N
Asian American = A
Women = W
African American/Women = AAW
Hispanic American/Women = HW
Native American/Women = NW
Asian American/Women = AW

I certify that the figures and information presented above represent accurate and true statements, that timely payments have been and will be made to suppliers and subcontractors on this project as requisitioned payments are received, and in accordance with our contracts.

Name of Contractor Firm
Authorized Contractor Signature/Date
Contractor Federal Tax ID #
Contractor MBE Classification # (if applicable)

**CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION  
STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT**

\_\_\_\_\_  
Name of LEA MBE Liaison (Printed)

Signature of LEA MBE Liaison/Date



# CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

## Instructions for Completion of IAC/PSCP Form 306.4 Page 3

### THIS FORM TO BE COMPLETED BY PRIME CONTRACTOR ONLY

1. **LEA** – Enter full name of LEA.
2. **Facility Name** – Enter full name of school/facility.
3. **Scope of Work** – Enter type of work being performed (i.e. New, Renovation, Roof, HVAC, ASP – Flooring, QZAB – Media Center, etc.).
4. **Date** – Date of Requisition.
5. **PSC NO** – Enter full PSC Number as assigned by PSCP.
6. **REQ NO** – Enter the number of the corresponding Requisition for Payment.
7. **Name of MBE Sub-Contractor** – Enter full name of MBE Sub-Contractor.
8. **MDOT Certification Number & Classification** – Enter the 5 digit MDOT Certification number and corresponding MDOT Classification for each MBE Sub-Contractor. MDOT Classifications and the MDOT website are listed at the bottom of this form.
9. **TOTAL MBE Contract Amount** – Enter ORIGINAL Total MBE Contract Amount as stated on MBE Attachments B and D. This amount should NOT be altered with change order amounts, changes to scope of work, etc. which may affect contract amount.
10. **Amount to be Paid This Requisition** – Enter the amount to be paid to the MBE Sub-Contractor for work applicable to this requisition.
11. **TOTAL Paid to Date** – Enter the TOTAL amount paid to date to the MBE Sub-Contractor – this amount should NOT include the amount being paid on this requisition, only the total of prior payments.
12. **MBE has Received FINAL Payment** – Enter “YES” if the MBE Sub-Contractor has been paid in full. Enter “NO” if the MBE Sub-Contractor has NOT been paid in full.
13. **If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE** – Enter a brief reason for the MBE Sub-Contractor NOT being paid equal to or greater than the ORIGINAL Total MBE Contract Amount as stated on this form and MBE Attachments B & D. Additional documentation may be required to be submitted for variance explanations.
14. **Name of Contractor Firm** – Enter full name of Prime Contractor.
15. **Authorized Contractor Signature/Date** – The authorized individual employed by the Prime Contractor who filled this form out should date and sign here.
16. **Contractor Federal Tax ID #** – Enter the Federal Tax ID Number of the Prime Contractor.
17. **Contractor MBE Classification #** - Enter the MDOT MBE Classification Number if the Prime Contractor is a MDOT certified MBE Company.
18. **Name of LEA MBE Liaison** – PRINT the name of the LEA MBE Liaison (or other LEA authorized employee) responsible for VERIFYING ALL INFORMATION filled out by the Prime Contractor on this form.
19. **Signature of LEA MBE Liaison/Date** – Signature of the person VERIFYING ALL INFORMATION filled out by the Prime Contractor on this form (signature of person stated in Step #18.)

"General Decision Number: MD20220035 10/07/2022

Superseded General Decision Number: MD20210035

State: Maryland

Construction Type: Building

County: Howard County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/11/2022

2	02/18/2022
3	02/25/2022
4	03/11/2022
5	05/06/2022
6	05/20/2022
7	06/03/2022
8	06/10/2022
9	06/17/2022
10	08/05/2022
11	08/12/2022
12	09/02/2022
13	10/07/2022

ASBE0024-007 04/01/2021

	Rates	Fringes
--	-------	---------

ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.27	18.67+a
--	----------	---------

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

-----  
BRMD0001-011 05/01/2022

	Rates	Fringes
--	-------	---------

BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 35.20	12.85
---	----------	-------

-----  
CARP0197-006 05/01/2022

	Rates	Fringes
--	-------	---------

CARPENTER (Including Drywall Hanging, Form Work, Metal Stud Installation and Scaffold Building, Excluding Acoustical).....	\$ 31.40	13.86
--	----------	-------

-----  
CARP0219-002 05/01/2022

	Rates	Fringes
--	-------	---------

MILLWRIGHT.....	\$ 34.90	16.71
-----------------	----------	-------

-----  
\* CARP0474-002 05/01/2022

	Rates	Fringes
--	-------	---------

PILEDRIVERMAN.....	\$ 34.62	16.36
--------------------	----------	-------

-----  
ELEC0024-012 05/29/2022

	Rates	Fringes
--	-------	---------

ELECTRICIAN (Including low voltage wiring for and installation of alarms; HVAC controls).....\$ 42.75 5.25%+16.94

-----  
ELEC0024-013 05/29/2022

Rates Fringes

ELECTRICIAN (Communication and Sound Equipment).....\$ 30.90 4.75%+14.45

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

-----  
ENGI0037-028 04/01/2021

Rates Fringes

OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 29.78 13.15+a  
OPERATOR: Bulldozer.....\$ 33.79 13.15+a  
OPERATOR: Forklift.....\$ 33.79 13.15+a  
OPERATOR: Gradall.....\$ 33.79 13.15+a  
OPERATOR: Loader (Front End)  
1 1/4 yards and over.....\$ 33.79 13.15+a  
1 Yard and Under.....\$ 29.78 13.15+a  
OPERATOR: Roller excluding Asphalt.....\$ 26.15 13.15+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

-----  
IRON0005-020 06/01/2021

Rates Fringes

GLAZIER.....\$ 31.17 24.16  
IRONWORKER (Fence Erection-Chain Link/Cyclone).....\$ 31.17 24.16  
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....\$ 31.17 24.16  
IRONWORKER, SHEETING.....\$ 31.17 24.16

-----  
LAB00710-004 04/01/2022

Rates Fringes

LABORER: Mason Tender - Cement/Concrete.....\$ 21.06 6.06

-----  
PAIN0051-024 06/01/2022

Rates Fringes

PAINTER  
Brush, Roller, Spray, Drywall Finisher/Taper and Paperhanger.....\$ 26.61 11.41  
Industrial.....\$ 33.05 12.48

PLAS0891-005 07/01/2021

	Rates	Fringes
PLASTERER (Including Fireproofing).....	\$ 30.53	7.93

PLAS0891-006 02/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.82	11.68

PLUM0486-014 12/16/2021

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 42.62	22.77

ROOF0030-033 07/01/2022

	Rates	Fringes
ROOFER, Excludes Installation of Metal Roofs.....	\$ 28.45	13.71

SFMD0669-001 01/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.95	24.56

SHEE0100-026 05/01/2022

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 36.58	22.31

\* SUMD2010-083 04/30/2010

	Rates	Fringes
ABATEMENT WORKER: ASBESTOS (Removal from Mechanical Systems).....	\$ 12.60 **	3.91
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 16.00	2.60
ELEVATOR MECHANIC.....	\$ 29.66	9.34
LABORER: Common or General.....	\$ 11.63 **	1.41
LABORER: Grade Checker.....	\$ 16.00	2.90
LABORER: Landscape.....	\$ 10.00 **	0.00
LABORER: Mason Tender - Brick...	\$ 14.76 **	7.73
LABORER: Mason Tender - Stone...	\$ 14.03 **	0.00

LABORER: Mortar Mixer.....	\$ 16.61	9.08
LABORER: Pipelayer.....	\$ 13.70 **	4.11
LABORER: Mason Tender (For Pointing, Caulking and Cleaning).....	\$ 12.93 **	0.00
MASON - STONE.....	\$ 29.82	10.05
OPERATOR: Asphalt Roller.....	\$ 21.35	5.38
OPERATOR: Backhoe.....	\$ 22.78	5.94
OPERATOR: Boom.....	\$ 21.44	8.29
OPERATOR: Crane.....	\$ 20.75	3.11
OPERATOR: Excavator.....	\$ 16.95	5.69
OPERATOR: Grader/Blade.....	\$ 14.50 **	4.35
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.73	5.02
PLUMBER.....	\$ 28.22	11.12
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....	\$ 19.75	0.00
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 17.00	2.55
TILE FINISHER.....	\$ 17.32	0.00
TILE SETTER.....	\$ 21.38	4.65
TRUCK DRIVER: Dump Truck.....	\$ 15.40	1.96
TRUCK DRIVER: Tractor Haul Truck.....	\$ 17.87	9.98

-----

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$15.00) or 13658  
(\$11.25). Please see the Note at the top of the wage  
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor



200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

**PROJECT MANUAL**

for the

**CONTROLS UPGRADE and AIR-HANDLING UNIT CONVERSIONS**

at

**MURRAY HILL MIDDLE SCHOOL**

**(HCPSS BID #053.23.B3)**

Prepared for:

HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
9020 Mendenhall Court  
Columbia, Maryland 21045

**100% CONSTRUCTION DOCUMENTS**

NOVEMBER 21, 2022

Prepared by:



8600 Foundry Street, Suite 306  
Mill Box 2054  
Savage, MD 20763  
(410) 696-4512  
[www.building-dynamics.com](http://www.building-dynamics.com)

(BDL Project # 202208)

## **TABLE OF CONTENTS**

### **DIVISION 01 - GENERAL REQUIREMENTS**

010000	GENERAL REQUIREMENTS
010100	SPECIAL REQUIREMENTS
011000	SUMMARY
013100	PROJECT MANAGEMENT AND COORDINATION
013300	SUBMITTAL PROCEDURES
016000	PRODUCT REQUIREMENTS
017329	CUTTING AND PATCHING
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING

### **DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING (HVAC)**

230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
230553	IDENTIFICATION FOR HVAC EQUIPMENT
230593	TESTING, ADJUSTING AND BALANCING FOR HVAC
230713	DUCT INSULATION
230923	DIRECT DIGITAL CONTROL (DDC) SYSTEMS FOR HVAC
233113	METAL DUCTS
233300	AIR DUCT ACCESSORIES
233346	FLEXIBLE DUCTS
238216.14	ELECTRIC RESISTANCE AIR COILS
239995	MECHANICAL SYSTEMS COMMISSIONING

### **DIVISION 26 – ELECTRICAL**

260160	BASIC ELECTRICAL REQUIREMENTS
260500	COMMON WORK RESULTS FOR ELECTRICAL
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES
260526	GROUNDING & BONDING FOR ELECTRICAL SYSTEMS
260529	HANGERS & SUPPORTS FOR ELECTRICAL SYSTEMS
260533	RACEWAYS & BOXES FOR ELECTRICAL SYSTEMS
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS
260810	INSPECTIONS, TESTING & START-UP
262416	PANELBOARDS
262816	ENCLOSED SWITCHES & CIRCUIT BREAKERS
262923	VARIABLE FREQUENCY MOTOR DRIVE

## **010000 – GENERAL REQUIREMENTS**

### **A. RELATED DOCUMENTS**

1. Drawings, and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to all mechanical and electrical work.

### **B. SCOPE**

1. All work shall be complete and ready for satisfactory service.
2. The contract drawings are diagrammatic and are intended to convey the general arrangement of the work.
3. The contractor is responsible for the means, methods, and work scheduling associated with the installation of the mechanical and electrical systems.

### **C. CODES AND STANDARDS**

1. All work shall be performed in accordance with the edition of the following codes and standards that have been adopted by the authority having jurisdiction:
  - a. American Society of Testing and Materials (ASTM)
  - b. American National Standards Institute (ANSI)
  - c. National Electric Code (NEC)
  - d. Underwriters Laboratories (UL)
2. In the event the contract documents are in conflict with the applicable codes, the requirements of the applicable codes shall apply.

### **D. PERFORMANCE AND PAYMENT BOND**

1. Provide a performance and payment bond for the project.

### **E. PERMITS**

1. The contractor shall obtain all permits and certificates of inspection required by the authority having jurisdiction. There is no permit charge for the Howard County Public School System.
2. Prior to submitting the permit application, the contractor shall print the required number of sets of permit drawings and deliver them to the engineer to sign and seal. The engineer will return the signed and sealed permit sets to the contractor for his use in submitting the permit application.

### **F. SITE EXAMINATION**

1. The contractor shall examine the site and observe the conditions under which the work will be installed. No allowances will be made for errors or omissions resulting from the contractor's failure to completely examine the site.

G. SUBCONTRACTOR AND MANUFACTURER LIST

1. Subcontractors and equipment manufacturers shall be listed on the Form of Proposal (Section 00300).

END OF SECTION 01000

## **010100 – SPECIAL REQUIREMENTS**

### **A. FIRE PREVENTION**

1. Each contractor shall:
  - a. Avoid accumulation of flammable debris and waste within the building and vicinity. Avoid large and unnecessary accumulations of combustible forms and form lumber.
  - b. Store flammable or volatile liquids in the open or in small detached structure or trailers. Handle liquids with low flash points that are to be used within the building in approved safety cans. Supervise closely the storage of paint materials and other combustible finishing and cleaning products. Do not permit oily rags to be stored in closets or other tight permanent spaces.
  - c. Tobacco use is prohibited on the school property.
  - d. Closely supervise welding and torch cutting operations near combustible materials.
  - e. Use only fire-resistant building paper, plastic sheet, and tarpaulins for temporary protection.
  - f. Do not store combustible material outdoors within 10 feet of a building or structure.
  - g. Do not use gasoline for cleaning within the building under any circumstances.
  - h. Do not burn any trash or other material on site.
  - i. Take other precautions suitable for hazardous conditions at the site to prevent fire.

### **B. ACCIDENT PREVENTION AND SAFETY**

1. Each contractor shall:
  - a. Comply with all applicable laws, ordinances, rules, regulations, and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, or loss.
  - b. Erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railings, barricades, lighting, posting of danger signs and other warnings against hazards.

### **C. PROJECT SCHEDULE**

1. Major construction milestones shall be as scheduled below. Should the contractor fail to complete major milestones as scheduled, the owner may issue a cure notice or take any action deemed necessary to return the delayed major milestones and any related successor functions back on schedule, as soon as possible, at the contractor's expense.
2. The contractor shall develop a detailed project schedule, approximately sequencing all required work, including shop drawing submittals, equipment fabrication periods, etc.

3. Major construction milestones shall be as follows:

Pre-Bid Meeting:	December 14, 2022, 9:00 a.m. (Virtual)
Site Visit	December 15, 2022, 1:00 p.m. at MHMS
Bids Due:	January 11, 2023
Contract Award:	February 9, 2023
Begin Construction	June 19, 2023
Substantial Completion:	August 11, 2023
Punchlist Completed:	August 25, 2023
Demonstration & Training:	September 1, 2023
Closeout Documents:	September 8, 2023

END OF SECTION 010100

## **011000 – SUMMARY**

### **A. WORK IN EXISTING BUILDINGS**

1. Sufficient provisions shall be made to protect occupied areas from all dirt and debris resulting from the work.
2. Where mechanical and electrical systems pass through renovated areas to serve other portions of the building, they shall remain or be suitably relocated and the system restored to normal operation.

### **B. OUTAGES**

1. All proposed outages of the mechanical and electrical systems that are required for the proper execution and completion of the work by the contractor shall be requested by the contractor in writing at least one week in advance.
2. The contractor shall inform the owner of all systems that will be affected by the outages and also the duration of each outage.
3. The owner shall determine the date and time of each outage in order to minimize the disruption to the operation of the facility. In most cases, outages will be scheduled to occur outside of normal business hours. Additional compensation to the contractor shall not be made for any work associated with the outages.
4. The owner will be responsible to notify all affected personnel and to ensure that all affected systems are prepared for the outages.
5. The contractor shall be responsible for all work associated with the shutting down and starting up the affected systems which may include, but not be limited to, normal electric power, fire protection, plumbing, and HVAC systems.
6. The contractor may, at his option, pay to have the owner's personnel to be on-site during an outage to assist the contractor in coordinating the shutting down and starting up of the affected systems.
7. Where the duration of the proposed outages cannot be tolerated by the owner, the contractor shall provide temporary connection as required to maintain service.

### **C. CLEAN-UP**

1. Throughout the course of the work, the contractor shall keep the premises free from the accumulation of dirt and debris.
2. Upon completion of the work, the contractor shall clean the premises to the satisfaction of the owner.

### **D. EXISTING SERVICES**

1. The contractor shall verify the size and location of all existing services. The contractor shall notify the engineer of all discrepancies that exist between the



contract documents and the existing services before making any connections to the existing services.

E. DEMOLITION

1. Demolition shall be performed as neatly as practical and with the minimum disruption to the building activities and occupants.
2. Remove all existing hangers and supports associated with the demolition work.
3. All equipment and materials being removed, and not indicated to be given to the owner, shall be disposed of by the contractor in accordance with all federal, state, and local laws, ordinances, rules, and regulations.
4. All equipment and materials indicated to be reused or given to the owner shall be carefully removed so as not to damage the equipment or material or affect its reuse. Any such equipment and materials damaged by the contractor shall be replaced new by the contractor at no expense to the owner.
5. Should the contractor encounter any known or suspected asbestos containing materials at any time during the course of the work, all workers shall be removed from the affected area and the Owner shall be notified immediately and await instructions from the Owner.
6. Should the contractor encounter any known or suspected lead paint at any time during the course of the work, it shall not be disturbed. The contractor shall immediately notify the Owner who will then take samples to have analyzed by a laboratory. Do not disturb suspected lead paint until the results of the paint samples have been obtained and further direction given to the contractor.
7. If hazardous materials removal is required, the Contractor shall utilize the on-call abatement contractor for HCPSS: Asbestos Specialist, Inc., PO Box 368, Linthicum Heights, MD 21090. POC: Sam Chairs III, 410-796-5379.

END OF SECTION 011000

**013100 – PROJECT MANAGEMENT AND COORDINATION**

**A. CONSTRUCTION SUPERINTENDENT**

1. The contractor shall provide a construction superintendent at the site at all times to oversee the mechanical and electrical work and be responsible for its accuracy.

**B. PROGRESS MEETINGS**

1. Conduct progress meetings at biweekly intervals at the project site.
2. The engineer will record and distribute the meeting minutes.

**C. COORDINATION WITH BGE**

1. The contractor shall coordinate all activities associated with the Baltimore Gas and Electric Company (BGE).

END OF SECTION 013100

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Submittal schedule requirements.
  - 2. Administrative and procedural requirements for submittals.

- B. Related Requirements:

- 1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
  - 2. Section 016000 "Product Requirements" for submitting warranties and substitutions.
  - 3. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
  - 4. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 5. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 6. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.4 SUBMITTAL SCHEDULE

- A. Within not more than fourteen (14) calendar days after the award of the contract, the Contractor shall provide submittals to the Engineer for approval for all equipment and materials proposed for the work. Equipment and materials for which submittals are not provided within fourteen (14) calendar days shall be provided as specified. Other products will not be allowed.

#### 1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
1. Project name.
  2. Date.
  3. Name of Contractor.
  4. Name of firm or entity that prepared submittal.
  5. Names of subcontractor, manufacturer, and supplier.
  6. Contractor shall create and maintain a submittal log. Each submittal shall have a unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
  7. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  8. Drawing number and detail references, as appropriate.
  9. Other necessary identification.
  10. Remarks.
  11. Signature of transmitter.
- B. Options: Identify options requiring selection by Engineer.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

#### 1.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.

- a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 10 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 10 days for initial review of each submittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

## 1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Notation of coordination requirements.
    - c. Notation of dimensions established by field measurement.
    - d. Relationship and attachment to adjoining construction clearly indicated.
  2. Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches , but no larger than 30 by 42 inches .
    - a. One PDF copy of each submittal. Engineer will return one copy with review comments.
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- D. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
3. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

E. Test and Research Reports:

1. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
2. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp . Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ENGINEER'S REVIEW

- A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required , and return.
  1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action .

- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Engineer will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Engineer without action.
- G. No work shall be fabricated or equipment ordered until the Engineer's approval has been given on the submittal.
- H. Approval of submittals by the Engineer does not relieve the Contractor of their responsibility to provide the equipment and materials specified in the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300



## **016000 – PRODUCT REQUIREMENTS**

### **A. MANUFACTURER'S WARRANTIES**

1. All equipment and materials shall be new and installed in accordance with the manufacturer's instructions and conditions for warranty. In the event the contract documents are in conflict with the manufacturer's conditions for warranty, the equipment shall be installed in accordance with the manufacturer's instructions so as not to void any manufacturer's warranties.

### **B. PRODUCT SELECTION PROCEDURES**

1. The contract documents describe systems designed in accordance with the equipment manufacturers specified. The contractor shall bear the cost of all appurtenances required for deviations from the equipment specified. These appurtenances shall include, but are not limited to: architectural, structural, mechanical, and electrical modifications necessary to install the equipment in accordance with the manufacturer's instructions.
2. The contractor shall use products of one manufacturer where two or more items of the same type of equipment are required.
3. The contractor shall notify the engineer of any changes in the electrical characteristics of the equipment being installed in contradiction to that described in the contract documents.

### **C. SUBSTITUTIONS**

1. In the case where two (2) or more equipment manufacturers are specified, the contractor shall provide equipment by one of the specified manufacturers.
2. Any deviation from the specified equipment manufacturers shall constitute a substitution and shall be submitted to the engineer for approval as a request for substitution. The contractor must certify in his request that the proposed substitution complies with the requirements of the contract documents.

### **D. CLEARANCES**

1. The contractor shall insure that adequate clearance exists for the installation and maintenance of all work shown on the drawings and described in the specifications.

### **E. ACCESSIBILITY**

1. The contractor shall locate all equipment which must be serviced, operated, or maintained in fully accessible locations.

END OF SECTION 016000

**017329 – CUTTING AND PATCHING**

**A. GENERAL**

1. Unless otherwise directed, the contractor shall perform all cutting and patching required by the mechanical and electrical work.
2. The contractor shall not cut reinforced concrete or structural steel without the engineer's approval.
3. All patching shall be uniform in appearance and shall match the surrounding surface.
4. The contractor shall repair any damage to the existing building or furnishings resulting from the mechanical and electrical work.

END OF SECTION 017329

**017700 – CLOSEOUT PROCEDURES**

**A. CONTRACTOR'S WARRANTY**

1. The contractor shall warranty all mechanical and electrical work to be free from defects and installation deficiencies for a period of two years after the date of acceptance by the owner.
2. During the contractor's warranty period, the contractor shall repair all mechanical and electrical systems as required, including all necessary parts and labor, at no cost to the owner.

**B. MANUFACTURER'S WARRANTIES**

1. The contractor shall deliver to the owner all certificates of manufacturer's warranties which extend beyond the contractor's warranty period.

END OF SECTION 017700

## 017823 – OPERATION AND MAINTENANCE DATA

### A. OPERATION AND MAINTENANCE MANUALS

1. Upon completion of the work, the contractor shall submit to the engineer for approval three (3) hard copies of operation and maintenance (O&M) manuals in 3-ring binders and one (1) Adobe Acrobat file on CD of the O&M manual for all mechanical and electrical equipment. Included in each manual shall be:
  - a. Approved submittals.
  - b. As-built mechanical, flue and hydronic piping shop drawings.
  - c. As-built automatic temperature control shop drawings.
  - d. Equipment start-up reports for the following:
    - 1) Boilers.
  - e. All manufacturers' technical and product information, rated capacities, accessories, maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list, source information, and warranties.
  - f. Contractor's warranty (two years from the date of acceptance by the owner).
  - g. Approved testing, adjusting, and balancing report.
  - h. Other pertinent information for each piece of equipment.

**Note:** Assemble the entire O&M manual, including the items listed above, into a single Adobe Acrobat file, with dividers identifying each section (approved submittals, as-built ATC shop drawings, etc.), and e-mail it to the engineer to review prior to submitting the one (1) hard copy of the O&M manuals to the engineer. (This cannot be done until the engineer has received, reviewed, and approved the testing, adjusting, and balancing report.) After receiving and incorporating the engineer's comments into the O&M manual, send one (1) hard copies and one (1) Adobe Acrobat file on CD of the O&M manual to the engineer for final review and acceptance.

END OF SECTION 017823

**017839 – PROJECT RECORD DOCUMENTS**

**A. RED-LINED MARK-UP SET**

1. Throughout the course of the construction, the contractor shall maintain at the site one (1) set of prints in good condition indicating in red ink any deviations from the original contract drawings.

**B. RECORD DRAWINGS**

1. Upon completion of the work, the contractor shall submit to the engineer for approval a reproducible set of record drawings and an Adobe Acrobat file clearly showing the location of equipment, piping, and ductwork, and any deviations from the original contract drawings.

END OF SECTION 017839

**017900 – DEMONSTRATION AND TRAINING**

**A. DEMONSTRATION**

1. Upon completion of the work, the contractor shall demonstrate to the owner's satisfaction that all components of the work are connected, calibrated, and operating in accordance with the intent of the system design.
2. Demonstrate to the owner's satisfaction that all automatic temperature controls for the HVAC systems have been fully integrated into the existing JCI building automation system in the school and at the central maintenance office on Mendenhall Court.

**B. TRAINING**

1. Thoroughly instruct the owner's representatives for no less than four (4) hours in the proper operation, adjustment, and maintenance of all mechanical and electrical products, equipment, and systems.

**C. VIDEOTAPING**

1. Demonstration and training sessions shall be professionally videotaped by the contractor. The recording shall be provided to the Owner on a compact disc as part of the closeout documents.
2. Describe scenes on the videotape by audio narration by microphone while videotape is being recorded. Include descriptions of items being viewed.

END OF SECTION 017900

## **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 alternating-current power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

#### **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.
- B. Comply with IEEE 841 for severe-duty motors.
- C. Motors used with Variable Frequency Drives shall be provided with a shaft ground ring to protect the motor bearings from premature failure

#### **2.2 MOTOR CHARACTERISTICS**

- A. Duty: Continuous duty at ambient temperature of 40 deg 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: Premium efficient, as defined in NEMA MG 1.
- C. Service Factor: 1.15.
- D. Multispeed Motors: Variable torque.
  - 1. For motors with 2:1 speed ratio, consequent pole, single winding.
  - 2. For motors with other than 2:1 speed ratio, separate winding for each speed.
- E. Multispeed Motors: Separate winding for each speed.
- F. Rotor: Random-wound, squirrel cage.
- G. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
- H. Temperature Rise: Match insulation rating.
- I. Insulation: Class F .
- J. 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.
- K. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T .

## 2.4 ADDITIONAL REQUIREMENTS FOR POLYPHASE MOTORS

- A. Motors Used with Reduced-Voltage and Multispeed Controllers: Match wiring connection requirements for controller with required motor leads. Provide terminals in motor terminal box, suited to control method.
- B. 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. 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.
- C. Severe-Duty Motors: Comply with IEEE 841, with 1.15 minimum service factor.

## 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 230553 - IDENTIFICATION FOR HVAC PIPING AND 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:
  - 1. Equipment labels.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT LABELS

- A. Plastic Labels for Equipment:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Brady Corporation.
    - b. Brimar Industries, Inc.
    - c. Carlton Industries, LP.
    - d. Champion America.
    - e. Craftmark Pipe Markers.
    - f. emedco.
    - g. Kolbi Pipe Marker Co.
    - h. LEM Products Inc.
    - i. Marking Services, Inc.
    - j. Seton Identification Products; a Brady Corporation company.

2. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
  3. Letter Color: White .
  4. Background Color: Black .
  5. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
  6. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
  7. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
  8. Fasteners: Stainless-steel rivets or self-tapping screws.
  9. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.
- C. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number, and identify Drawing numbers where equipment is indicated (plans, details, and schedules) and the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

### 3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

### 3.3 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

END OF SECTION 230553

## **SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC**

### **1.1 PREINSTALLATION MEETINGS**

- A. TAB Conference: Conduct a TAB conference at Project site after approval of the TAB strategies and procedures plan, to develop a mutual understanding of the details. Provide a minimum of 14 days' advance notice of scheduled meeting time and location.

### **1.2 QUALITY ASSURANCE**

- A. TAB Specialists Qualifications: AABC NEBB or TABB certified.

### **1.3 SUMMARY**

- A. TAB for the following:
  - 1. Air Systems:
    - a. Variable-air-volume systems.
  - 2. HVAC-control system verification.

### **1.4 EXECUTION**

- A. Tolerances:
  - 1. Supply, Return and Outside Air Volumes for Variable-Air-Volume RTU's: Plus or minus 10 percent . If design value is less than 100 cfm, tolerance is to be within 10 cfm.
  - 2. Minimum and Maximum Primary Airflows at each Terminal Unit: Plus or minus 10 percent. If design value is less than 200 cfm, tolerance is to be within 10 cfm.
  - 3. Maintaining design pressure relationships is to take priority over specific tolerances.
- B. Inspections:
  - 1. Random checks by TAB specialist's test and balance engineer in the presence of Owner to verify final TAB report.
  - 2. Owner to randomly select measurements, documented in the final report, to be rechecked. Rechecking to be limited to the lesser of either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal eight-hour business day .
- C. Additional Tests:
  - 1. Random tests within 90 days of completing TAB to verify balance conditions and seasonal tests.

2. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 230593

## **SECTION 230713 - DUCT INSULATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes insulating the following duct services:
  - 1. Indoor, concealed supply and outdoor air.
  - 2. Indoor, exposed supply and outdoor air.
  - 3. Indoor, concealed return located in unconditioned space.
  - 4. Indoor, exposed return located in unconditioned space.

#### **1.2 ACTION SUBMITTALS**

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

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products in accordance with ASTM E84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation, jacket materials, adhesive, mastic, tapes, and cement material containers with appropriate markings of applicable testing agency.
  - 1. All Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

#### **2.2 INSULATION MATERIALS**

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials are applied.
- B. Products do not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel have a leachable chloride content of less than 50 ppm when tested in accordance with ASTM C871.
- D. Insulation materials for use on austenitic stainless steel are qualified as acceptable in accordance with ASTM C795.

- E. Foam insulation materials do not use CFC or HCFC blowing agents in the manufacturing process.
- F. Glass-Fiber Blanket: Glass fibers bonded with a thermosetting resin; suitable for maximum use temperature up to 450 deg F in accordance with ASTM C411. Comply with ASTM C553, Type II, and ASTM C1290, Type III with factory-applied FSK jacket . Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Certainteed; SAINT-GOBAIN.
    - b. Johns Manville; a Berkshire Hathaway company.
    - c. Knauf Insulation.
    - d. Manson Insulation Inc.
    - e. Owens Corning.
- G. Mineral Wool Blanket: Basalt volcanic rock-derived fibers bonded with a thermosetting resin, unfaced; suitable for maximum use temperature up to 1200 deg F in accordance with ASTM C447. Comply with ASTM C553.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Johns Manville; a Berkshire Hathaway company.
    - b. Owens Corning.
    - c. ROCKWOOL.

## 2.3 MASTICS AND COATINGS

- A. Materials shall be compatible with insulation materials, jackets, and substrates.
- B. Vapor-Retarder Mastic, Water Based, Interior Use: Suitable for indoor use on below ambient services.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Childers Brand; H. B. Fuller Construction Products.
    - b. Foster Brand; H. B. Fuller.
    - c. Knauf Insulation.
    - d. Vimasco Corporation.
  - 2. Water-Vapor Permeance: Comply with ASTM C755, Section 7.2.2, Table 2, for insulation type and service conditions.
  - 3. Service Temperature Range: Minus 20 to plus 180 deg F.
  - 4. Color: White .



## 2.4 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C1136, Type I.
  2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C1136, Type I.
  3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C1136, Type II.

## 2.5 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C1136.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. 3M Industrial Adhesives and Tapes Division.
    - b. Avery Dennison Corporation, Specialty Tapes Division.
    - c. Ideal Tape Co., Inc., an American Biltrite Company.
    - d. Knauf Insulation.
  2. Width: 3 inches .
  3. Thickness: 11.5 mils .
  4. Adhesion: 90 ounces force/inch in width.
  5. Elongation: 2 percent.
  6. Tensile Strength: 40 lbf/inch in width.
  7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C1136.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. 3M Industrial Adhesives and Tapes Division.
    - b. Avery Dennison Corporation, Specialty Tapes Division.
    - c. Ideal Tape Co., Inc., an American Biltrite Company.
    - d. Knauf Insulation.
  2. Width: 3 inches .
  3. Thickness: 6.5 mils .
  4. Adhesion: 90 ounces force/inch in width.
  5. Elongation: 2 percent.
  6. Tensile Strength: 40 lbf/inch in width.
  7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- C. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. 3M Industrial Adhesives and Tapes Division.
  - b. Avery Dennison Corporation, Specialty Tapes Division.
  - c. Ideal Tape Co., Inc., an American Biltrite Company.
  - d. Knauf Insulation.
  - e. Sekisui Voltek, LLC.
2. Width: 2 inches .
3. Thickness: 3.7 mils .
4. Adhesion: 100 ounces force/inch in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch in width.

## 2.6 SECUREMENTS

### A. Insulation Pins and Hangers:

1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
  - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.
    - 2) Gemco.
    - 3) Midwest Fasteners, Inc.
    - 4) Nelson Stud Welding.
  - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
  - c. Spindle: Copper- or zinc-coated, low-carbon steel , fully annealed, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
  - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
2. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
  - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.
    - 2) Gemco.
    - 3) Midwest Fasteners, Inc.
  - b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.

- c. Spindle: Copper- or zinc-coated, low-carbon steel , fully annealed, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
  - d. Adhesive-backed base with a peel-off protective cover.
- 3. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
  - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) AGM Industries, Inc.
    - 2) Gemco.
    - 3) Midwest Fasteners, Inc.
    - 4) Nelson Stud Welding.
  - b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

#### 3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, compress, or otherwise damage insulation or jacket.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing. Replace insulation materials that get wet during storage or in the installation process before being properly covered and sealed in accordance with the Contract Documents.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.

- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
  - 1. Install insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
  - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
  - 1. Draw jacket tight and smooth, but not to the extent of creating wrinkles or areas of compression in the insulation.
  - 2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
  - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
    - a. For below ambient services, apply vapor-barrier mastic over staples.
  - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
  - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- L. Cut insulation in a manner to avoid compressing insulation.
- M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

### 3.3 INSTALLATION OF GLASS-FIBER AND MINERAL-WOOL INSULATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
- B. Comply with manufacturer's written installation instructions.
  - 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.

2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
  3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
    - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    - b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    - d. Do not overcompress insulation during installation.
    - e. Impale insulation over pins and attach speed washers.
    - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
  4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
    - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
  5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
  6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
  7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.
- C. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
  2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.

3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
  - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
  - b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
  - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
  - d. Do not overcompress insulation during installation.
  - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
  - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
  - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

### 3.4 FIELD-APPLIED JACKET INSTALLATION

- A. Where FSK jackets are indicated, install as follows:
  1. Draw jacket material smooth and tight.
  2. Install lap or joint strips with same material as jacket.
  3. Secure jacket to insulation with manufacturer's recommended adhesive.
  4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch- wide joint strips at end joints.
  5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

- B. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.
  - 1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
- C. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless steel bands 12 inches o.c. and at end joints.

### 3.5 DUCT INSULATION SCHEDULE, GENERAL

- A. Ducts Requiring Insulation:
  - 1. Indoor, concealed supply and outdoor air.
  - 2. Indoor, concealed return located in unconditioned space.
- B. Items Not Insulated:
  - 1. Fibrous-glass ducts.
  - 2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
  - 3. Factory-insulated flexible ducts.
  - 4. Factory-insulated plenums and casings.
  - 5. Flexible connectors.
  - 6. Vibration-control devices.
  - 7. Factory-insulated access panels and doors.

### 3.6 INDOOR DUCT INSULATION SCHEDULE

- A. Concealed, Supply-Air Duct and Plenum Insulation: Glass-fiber blanket , 2 inches thick and 0.75 lb/cu. ft. 6 lb/cu. ft. nominal density.
- B. Concealed, Return-Air Duct and Plenum Insulation: Glass-fiber blanket , 2 inches thick and 0.75 lb/cu. ft. nominal density.

END OF SECTION 230713

## **SECTION 230923 - DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Direct digital control (DDC) system equipment and components for monitoring and controlling of HVAC, exclusive of instrumentation and control devices.

#### **1.2 DEFINITIONS**

- A. Algorithm:** A logical procedure for solving a recurrent mathematical problem. A prescribed set of well-defined rules or processes for solving a problem in a finite number of steps.
- B. Analog:** A continuously varying signal value, such as current, flow, pressure, or temperature.
- C. BACnet Specific Definitions:**
1. BACnet: Building Automation Control Network Protocol, ASHRAE 135. A communications protocol allowing devices to communicate data and services over a network.
  2. BACnet Interoperability Building Blocks (BIBBs): BIBB defines a small portion of BACnet functionality that is needed to perform a particular task. BIBBs are combined to build the BACnet functional requirements for a device.
  3. BACnet/IP: Defines and allows using a reserved UDP socket to transmit BACnet messages over IP networks. A BACnet/IP network is a collection of one or more IP subnetworks that share the same BACnet network number.
  4. BACnet Testing Laboratories (BTL): Organization responsible for testing products for compliance with ASHRAE 135, operated under direction of BACnet International.
- D. Binary:** Two-state signal where a high signal level represents "ON" or "OPEN" condition and a low signal level represents "OFF" or "CLOSED" condition. "Digital" is sometimes used interchangeably with "Binary" to indicate a two-state signal.
- E. Controller:** Generic term for any standalone, microprocessor-based, digital controller residing on a network, used for local or global control. Three types of controllers are indicated: network controllers, programmable application controllers, and application-specific controllers.



- F. Control System Integrator: An entity that assists in expansion of existing enterprise system and support of additional operator interfaces to I/O being added to existing enterprise system.
- G. COV: Changes of value.
- H. DDC System Provider: Authorized representative of, and trained by, DDC system manufacturer and responsible for execution of DDC system Work indicated.
- I. Distributed Control: Processing of system data is decentralized and control decisions are made at subsystem level. System operational programs and information are provided to remote subsystems and status is reported back. On loss of communication, subsystems to be capable of operating in a standalone mode using the last best available data.
- J. E/P: Voltage to pneumatic.
- K. Gateway: Bidirectional protocol translator that connects control systems that use different communication protocols.
- L. HLC: Heavy load conditions.
- M. I/O: System through which information is received and transmitted. I/O refers to analog input (AI), binary input (BI), analog output (AO) and binary output (BO). Analog signals are continuous and represent control influences such as flow, level, moisture, pressure, and temperature. Binary signals convert electronic signals to digital pulses (values) and generally represent two-position operating and alarm status. "Digital," (DI) and (DO), is sometimes used interchangeably with "Binary," (BI) and (BO), respectively.
- N. I/P: Current to pneumatic.
- O. LAN: Local area network.
- P. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.
- Q. Mobile Device: A data-enabled phone or tablet computer capable of connecting to a cellular data network and running a native control application or accessing a web interface.
- R. Modbus TCP/IP: An open protocol for exchange of process data.
- S. MS/TP: Master-slave/token-passing, ISO/IEC/IEEE 8802-3. Datalink protocol LAN option that uses twisted-pair wire for low-speed communication.
- T. MTBF: Mean time between failures.
- U. Network Controller: Digital controller, which supports a family of programmable application controllers and application-specific controllers, that communicates on peer-to-peer network for transmission of global data.

- V. Network Repeater: Device that receives data packet from one network and rebroadcasts it to another network. No routing information is added to protocol.
- W. Peer to Peer: Networking architecture that treats all network stations as equal partners.
- X. POT: Portable operator's terminal.
- Y. RAM: Random access memory.
- Z. RF: Radio frequency.
- AA. Router: Device connecting two or more networks at network layer.
- BB. Server: Computer used to maintain system configuration, historical and programming database.
- CC. TCP/IP: Transport control protocol/Internet protocol.
- DD. UPS: Uninterruptible power supply.
- EE. USB: Universal Serial Bus.
- FF. User Datagram Protocol (UDP): This protocol assumes that the IP is used as the underlying protocol.
- GG. VAV: Variable air volume.
- HH. WLED: White light emitting diode.

### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site .

### 1.4 ACTION SUBMITTALS

- A. Shop Drawings:
  - 1. General Requirements:
    - a. Include cover drawing with Project name, location, Owner, Architect, Contractor, and issue date with each Shop Drawings submission.
    - b. Include a drawing index sheet listing each drawing number and title that matches information in each title block.
    - c. Drawings Size: 11 inches by 17 inches. .
  - 2. Include plans, elevations, sections, and mounting details where applicable.
  - 3. Include details of product assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 4. Detail means of vibration isolation and show attachments to rotating equipment.

5. Plan Drawings indicating the following:
  - a. Screened backgrounds of walls, structural grid lines, HVAC equipment, ductwork, and piping.
  - b. Room names and numbers with coordinated placement to avoid interference with control products indicated.
  - c. Each desktop workstation network port, server, gateway, router, DDC controller, control panel instrument connecting to DDC controller, and damper and valve connecting to DDC controller, if included in Project.
  - d. Exact placement of products in rooms, ducts, and piping to reflect proposed installed condition.
  - e. Network communication cable and raceway routing.
  - f. Proposed routing of wiring, cabling, conduit, and tubing; coordinated with building services for review before installation.
6. Schematic drawings for each controlled HVAC system indicating the following:
  - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve, if included in Project.
  - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
  - c. A graphic showing location of control I/O in proper relationship to HVAC system.
  - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
  - e. Unique identification of each I/O that to be consistently used between different drawings showing same point.
  - f. Elementary wiring diagrams of controls for HVAC equipment motor circuits including interlocks, switches, relays, and interface to DDC controllers.
  - g. Narrative sequence of operation.
  - h. Graphic sequence of operation, showing all inputs and output logical blocks.
7. Control panel drawings indicating the following:
  - a. Panel dimensions, materials, size, and location of field cable, raceways, and tubing connections.
  - b. Interior subpanel layout, drawn to scale and showing all internal components, cabling and wiring raceways, nameplates, and allocated spare space.
  - c. Front, rear, and side elevations and nameplate legend.
  - d. Unique drawing for each panel.
8. DDC system network riser diagram indicating the following:
  - a. Each device connected to network with unique identification for each.
  - b. Interconnection of each different network in DDC system.
  - c. For each network, indicate communication protocol, speed and physical means of interconnecting network devices, such as copper cable type, or optical fiber cable type. Indicate raceway type and size for each.
  - d. Each network port for connection of an operator workstation or other type of operator interface with unique identification for each.
9. DDC system electrical power riser diagram indicating the following:
  - a. Each point of connection to field power with requirements (volts/phase/hertz/amperes/connection type) listed for each.

- b. Each control power supply including, as applicable, transformers, power-line conditioners, transient voltage suppression and high filter noise units, DC power supplies, and UPS units with unique identification for each.
  - c. Each product requiring power with requirements (volts/phase/hertz/amperes/connection type) listed for each.
  - d. Power wiring type and size, race type, and size for each.
10. Monitoring and control signal diagrams indicating the following:
- a. Control signal cable and wiring between controllers and I/O.
  - b. Point-to-point schematic wiring diagrams for each product.
  - c. Control signal tubing to sensors, switches, and transmitters.
  - d. Process signal tubing to sensors, switches, and transmitters.

B. System Description:

- 1. Full description of DDC system architecture, network configuration, operator interfaces and peripherals, servers, controller types and applications, gateways, routers and other network devices, and power supplies.
- 2. Complete listing and description of each report, log and trend for format and timing, and events that initiate generation.
- 3. System and product operation under each potential failure condition including, but not limited to, the following:
  - a. Loss of power.
  - b. Loss of network communication signal.
  - c. Loss of controller signals to inputs and outpoints.
  - d. Server failure.
  - e. Gateway failure.
  - f. Network failure.
  - g. Controller failure.
  - h. Instrument failure.
  - i. Control damper and valve actuator failure.
- 4. Complete bibliography of documentation and media to be delivered to Owner.
- 5. Description of testing plans and procedures.
- 6. Description of Owner training.

1.5 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Submittals:

- 1. Field quality-control reports.

B. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For DDC system.

- 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

- a. Project Record Drawings of as-built versions of submittal Shop Drawings provided in electronic PDF format.
- b. Testing and commissioning reports and checklists of completed final versions of reports, checklists, and trend logs.
- c. As-built versions of submittal Product Data.
- d. Names, addresses, email addresses, and 24-hour telephone numbers of Installer and service representatives for DDC system and products.
- e. Documentation of all programs created using custom programming language including set points, tuning parameters, and object database.
- f. Backup copy of graphic files, programs, and databases on electronic media.
- g. List of recommended spare parts with part numbers and suppliers.
- h. Complete original-issue documentation, installation, and maintenance information for furnished third-party hardware including computer equipment and sensors.
- i. Complete original-issue copies of furnished software, including operating systems, custom programming language, operator workstation software, and graphics software.
- j. Licenses, guarantees, and warranty documents.
- k. Recommended preventive maintenance procedures for system components, including schedule of tasks such as inspection, cleaning, and calibration; time between tasks; and task descriptions.

#### 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Material: Furnish extra materials and parts to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
- B. Include product manufacturers' recommended parts lists for proper product operation over four -year period following warranty period. Parts list to be indicated for each year.
- C. Furnish parts, as indicated by manufacturer's recommended parts list, for product operation during two -year period following warranty period.
- D. Furnish quantity indicated of matching product(s) in Project inventory for each unique size and type of following:
  1. Network Controller: One .
  2. Programmable Application Controller: One .
  3. Application-Specific Controller: One .
  4. General-Purpose Relay: Two .
  5. Current-Sensing Relay: Two .
  6. Transformer: One .

#### 1.8 QUALITY ASSURANCE

- A. DDC System Manufacturer Qualifications:

1. Controllers shall be:
  - a. Johnson Controls, Inc. (JCI) Metasys.
  - b. Honeywell Tridium
  - c. Schneider Ecostruxure

B. DDC System Provider Qualifications:

1. Installer shall be Johnson Controls, Inc. (JCI) or Electrical Automation Services, Inc. (EASI).

## 1.9 WARRANTY

A. Special Warranty: Manufacturer and Installer agree to repair or replace products that fail in materials or workmanship within specified warranty period.

1. Adjust, repair, or replace failures at no additional cost or reduction in service to Owner.
2. Include updates or upgrades to software and firmware if necessary to resolve deficiencies.
  - a. Install updates only after receiving Owner's written authorization.
3. Perform warranty service during normal business hours and commence within 24 hours of Owner's warranty service request.
4. Warranty Period: Two year(s) from date of Substantial Completion.
  - a. For Gateway: Two -year parts and labor warranty for each.

## PART 2 - PRODUCTS

### 2.1 DDC SYSTEM MANUFACTURERS

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

1. Johnson Controls, Inc. (JCI) Metasys.
2. Honeywell Tridium
3. Schneider Ecostruxure

### 2.2 DDC SYSTEM DESCRIPTION

A. Microprocessor-based monitoring and control including analog/digital conversion and program logic. A control loop or subsystem in which digital and analog information is received and processed by a microprocessor, and digital control signals are generated based on control algorithms and transmitted to field devices to achieve a set of predefined conditions.

1. DDC system consisting of high-speed, peer-to-peer network of distributed DDC controllers , other network devices, operator interfaces, and software.

- 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 WEB ACCESS

- A. DDC system to be web compatible.
  - 1. Web-Compatible Access to DDC System:
    - a. server to perform overall system supervision and configuration, graphical user interface, management report generation, and alarm annunciation.
    - b. DDC system to support web browser access to building data. Operator using a standard web browser is able to access control graphics and change adjustable set points.
    - c. Password-protected web access.

## 2.4 PERFORMANCE REQUIREMENTS

- A. Delivery of selected control devices to equipment and systems manufacturers for factory installation and to HVAC systems installers for field installation.
- B. DDC System Speed:
  - 1. Response Time of Connected I/O:
    - a. Update AI point values connected to DDC system at least every five seconds for use by DDC controllers. Points used globally to also comply with this requirement.
    - b. Update BI point values connected to DDC system at least every five seconds for use by DDC controllers. Points used globally to also comply with this requirement.
    - c. AO points connected to DDC system to begin to respond to controller output commands within two second(s). Global commands to also comply with this requirement.
    - d. BO point values connected to DDC system to respond to controller output commands within two second(s). Global commands to also comply with this requirement.
  - 2. Display of Connected I/O:
    - a. Update and display analog point COV connected to DDC system at least every five seconds for use by operator.
    - b. Update and display binary point COV connected to DDC system at least every five seconds for use by operator.
    - c. Update and display alarms of analog and digital points connected to DDC system within 30 seconds of activation or change of state.
    - d. Update graphic display refresh within eight seconds.
    - e. Point change of values and alarms displayed from workstation to workstation when multiple operators are viewing from multiple workstations to not exceed graphic refresh rate indicated.

- C. Network Bandwidth: Design each network of DDC system to include spare bandwidth with DDC system operating under normal and heavy load conditions indicated. Calculate bandwidth usage, and apply a safety factor to ensure that requirement is satisfied when subjected to testing under worst case conditions. Minimum spare bandwidth as follows:
1. Level 1 Networks: 20 .
  2. Level 2 Networks: 20 .
  3. Level 3 Networks: 10 .
  4. .
- D. DDC System Data Storage:
1. Include capability to archive not less than 36 consecutive months of historical data for all I/O points connected to system, including alarms, event histories, transaction logs, trends, and other information indicated.
  2. Local Storage:
    - a. Coordinate with existing server to ensure data storage indicated. Server(s) to use IT industry standard database platforms and be capable of functions described in "DDC Data Access" Paragraph.
- E. DDC Data Access:
1. When logged into the system, operator able to also interact with any DDC controllers connected to DDC system as required for functional operation of DDC system.
  2. Use for application configuration; for archiving, reporting, and trending of data; for operator transaction archiving and reporting; for network information management; for alarm annunciation; and for operator interface tasks and controls application management.
- F. Future Expandability:
1. DDC system size is expandable to an ultimate capacity of at least 1.5 times total I/O points indicated.
  2. Design and install system networks to achieve ultimate capacity with only addition of DDC controllers, I/O, and associated wiring and cable. Design and install initial network infrastructure to support ultimate capacity without having to remove and replace portions of network installation.
  3. Operator interfaces installed initially do not require hardware and software additions and revisions for system when operating at ultimate capacity.
- G. Input Point Values Displayed Accuracy: Meet following end-to-end overall system accuracy, including errors associated with meter, sensor, transmitter, lead wire or cable, and analog to digital conversion.
1. Gas:
    - a. Carbon Dioxide: Within 50 ppm.
  2. Moisture (Relative Humidity):
    - a. Air: Within 5 percent RH.
    - b. Space: Within 5 percent RH.



3. Speed: Within 5 percent of reading.
  4. Temperature, Dry Bulb:
    - a. Space: Within 0.5 deg F .
    - b. Other Temperatures Not Indicated: Within 1 deg F .
- H. Precision of I/O Reported Values: Values reported in database and displayed to have following precision:
1. Current:
    - a. Milliamperes: Nearest 1/100th of a milliampere.
    - b. Amperes: Nearest 1/10th of an ampere up to 100 A; nearest ampere for 100 A and more.
  2. Gas:
    - a. Carbon Dioxide (ppm): Nearest ppm.
  3. Moisture (Relative Humidity):
    - a. Relative Humidity (Percentage): Nearest 1 percent.
  4. Speed:
    - a. Rotation (rpm): Nearest 1 rpm.
    - b. Velocity: Nearest 1/10th of feet per minute through 100 fpm; nearest feet per minute between 100 and 1000 fpm; nearest 10 fpm above 1000 fpm.
  5. Position, Dampers and Valves (Percentage Open): Nearest 1 percent.
  6. Temperature:
    - a. Space: Nearest 1/10th of a degree.
  7. Voltage: Nearest 1/10 V up to 100 V; nearest volt above 100 V.
- I. Control Stability: Control variables indicated within the following limits:
1. Flow:
    - a. Air, Ducts and Equipment, except Terminal Units: Within 5 2 percent of design flow rate.
    - b. Air, Terminal Units: Within 10 5 percent of design flow rate.
  2. Gas:
    - a. Carbon Dioxide: Within 50 ppm.
  3. Moisture (Relative Humidity):
    - a. Air: Within 5 percent RH.
    - b. Space: Within 5 percent RH.
  4. Temperature, Dry Bulb:
    - a. Space: Within 2 deg F .
- J. Environmental Conditions for Controllers, Gateways, and Routers:
1. Products to operate without performance degradation under ambient environmental temperature, pressure, and humidity conditions encountered for installed location.
    - a. If product alone cannot comply with requirement, install product in a protective enclosure that is isolated and protected from conditions impacting performance. Enclosure to be internally insulated, electrically heated, cooled, and ventilated as required by product and application.
  2. Protect products with enclosures satisfying the following minimum requirements unless more stringent requirements are indicated. House products not available

with integral enclosures complying with requirements indicated in protective secondary enclosures. Installed location dictates the following NEMA 250 enclosure requirements:

- a. Outdoors, Protected: Type 3 .
- b. Outdoors, Unprotected: Type 4 .
- c. Indoors, Heated with Non-Filtered Ventilation: Type 2orType 12 .
- d. Mechanical Equipment Rooms:
  - 1) Chiller and Boiler Rooms: Type 12 .
- e. .

K. Environmental Conditions for Instruments and Actuators:

- 1. Protect instruments, actuators, and accessories with enclosures satisfying the following minimum requirements unless more stringent requirements are indicated. House instruments and actuators not available with integral enclosures complying with requirements indicated in protective secondary enclosures. Installed location is to dictate the following NEMA 250 enclosure requirements:
  - a. Outdoors, Protected: Type 12 .
  - b. Outdoors, Unprotected: Type 4 .

L. DDC System Reliability:

- 1. Design, install, and configure DDC controllers, gateways, routers, to yield a MTBF of at least 20,000 hours, based on a confidence level of at least 90 percent. MTBF value includes any failure for any reason to any part of products indicated.
- 2. If required to comply with MTBF indicated, include DDC system and product redundancy to maintain DCC system, and associated systems and equipment being controlled, operational, and under automatic control.
- 3. See Drawings for critical systems and equipment that require a higher degree of DDC system redundancy than MTBF indicated.

M. Electric Power Quality:

- 1. Power-Line Surges:
  - a. Protect susceptible DDC system products connected to ac power circuits from power-line surges to comply with requirements of IEEE C62.41.1 and IEEE C62.41.2.
  - b. Do not use fuses for surge protection.
  - c. Test protection in the normal mode and in the common mode, using the following two waveforms:
    - 1) 10-by-1000-microsecond waveform with a peak voltage of 1500 V and a peak current of 60 A.
    - 2) 8-by-20-microsecond waveform with a peak voltage of 1000 V and a peak current of 500 A.
- 2. Ground Fault: Protect products from ground fault by providing suitable grounding. Products to not fail due to ground fault condition.

N. Backup Power Source:

1. Serve DDC system products that control HVAC systems and equipment served by a backup power source also from a backup power source.

O. UPS:

1. DDC system products powered by UPS units are to include the following:
  - a. Servers.
  - b. Gateways.
  - c. Network and DDC controllers , except application-specific controllers.
  - d. Network switches, or any other component required for communication .

P. Continuity of Operation after Electric Power Interruption:

1. Equipment and associated factory-installed controls, field-installed controls, electrical equipment, and power supply connected to building normal and backup power systems are to automatically return equipment and associated controls to operating state occurring immediately before loss of normal power, without need for manual intervention by operator when power is restored either through backup power source or through normal power if restored before backup power is brought online.

## 2.5 SYSTEM ARCHITECTURE

A. System architecture consisting of no more than three levels of LANs.

1. Level 1 LAN: Connect network controllers and operator workstations.
2. Level 2 LAN: Connect programmable application controllers to other programmable application controllers and to network controllers.
3. Level 3 LAN: Connect application-specific controllers to programmable application controllers and to network controllers .

B. Minimum Data Transfer and Communication Speed:

1. LAN Connecting Operator Workstations and Network Controllers: 100 Mbps.
2. LAN Connecting Programmable Application Controllers: 1000 kbps.
3. LAN Connecting Application-Specific Controllers: 9800 bps.

C. Provide dedicated and separated DDC system LANs that are not shared with other building systems and tenant data and communication networks.

D. Provide modular system architecture with inherent ability to expand to not less than 1.5 times system size indicated with no impact to performance indicated.

E. Configure architecture to minimize need to remove and replace existing network equipment for system expansion.

F. Make number of LANs and associated communication transparent to operator. Configure all I/O points residing on any LAN to be capable of global sharing between all system LANs.

- G. Design system to eliminate dependence on any single device for system alarm reporting and control execution. Design each controller to operate independently by performing own control, alarm management, and historical data collection.
- H. Special Network Architecture Requirements:
  - 1. Coordinate all network naming, architecture, addressing and other requirements with HCPSS IT Department and BAS Group to obtain network drop and ensure acceptable integration with the existing JCI Metasys network/database .

## 2.6 DDC SYSTEM OPERATOR INTERFACES

- A. Operator Means of System Access: Operator able to access entire DDC system through any of multiple means including, but not limited to, the following:
  - 1. Portable operator terminal with hardwired connection through LAN port.
  - 2. Remote connection through web access.
- B. Make access to system, regardless of operator means used, transparent to operator.
- C. Network Ports: For hardwired connection of desktop or portable workstation. Network port easily accessible, properly protected, clearly labeled, and installed at the following locations:
  - 1. Each mechanical equipment room.
  - 2. Each boiler room.
  - 3. Maintenance office.
- D. Critical Alarm Reporting:
  - 1. Send operator-selected critical alarms to notify operator of critical alarms that require immediate attention.
  - 2. Send alarm notification to multiple recipients that are assigned for each alarm.
  - 3. Notify recipients by any or all means, including email, text message, and prerecorded phone message to mobile and landline phone numbers.
- E. Simultaneous Operator Use: Capable of accommodating up to five simultaneous operators that are accessing DDC system through any of operator interfaces indicated.

## 2.7 NETWORKS

- A. Acceptable networks for connecting workstations, mobile devices, and network controllers include the following:
  - 1. IP.
  - 2. ISO/IEC/IEEE 8802-3, Ethernet.

- B. Acceptable networks for connecting programmable application controllers include the following:

1. IP.
2. ISO/IEC/IEEE 8802-3, Ethernet.

## 2.8 NETWORK COMMUNICATION PROTOCOL

- A. Use network communication protocol(s) that are open to Owner and available to other companies for use in making future modifications to DDC system.

- B. ASHRAE 135 Protocol:

1. Use ASHRAE 135 communication protocol as sole and native protocol used throughout entire DDC system.
2. DDC system to not require use of gateways except to integrate HVAC equipment and other building systems and equipment; not required to use ASHRAE 135 communication protocol.
3. If used, gateways to connect to DDC system using ASHRAE 135 communication protocol and Project object properties and read/write services indicated by interoperability schedule.
4. Use operator workstations, controllers, and other network devices that are tested and listed by BTL.

- C. Industry Standard Protocols:

1. Use any one or a combination of the following industry standard protocols for network communication while complying with other DDC system requirements indicated:
  - a. ASHRAE 135.
2. Operator workstations and network controllers are to communicate through ASHRAE 135 protocol.
3. Provide portions of DDC system networks using ASHRAE 135 communication protocol as an open implementation of network devices complying with ASHRAE 135. Use network devices that are tested and listed by BTL.

## 2.9 ASHRAE 135 GATEWAYS

- A. Include BACnet communication ports, whenever available as an equipment OEM standard option, for integration via a single communication cable. BACnet-controlled plant equipment includes, but is not limited to, boilers, chillers, and variable-speed drives.
- B. Include gateways to connect BACnet to legacy systems where indicated, existing non-BACnet devices, and existing non-BACnet DDC-controlled equipment.
- C. Include with each gateway an interoperability schedule showing each point or event on legacy side that BACnet "client" will read, and each parameter that BACnet network will

write to. Describe this interoperability of BACnet services, or BIBBs, defined in ASHRAE 135, Annex K.

D. Gateway Minimum Requirements:

1. Read and view all readable object properties on non-BACnet network to BACnet network, and vice versa, where applicable.
2. Write to all writable object properties on non-BACnet network from BACnet network, and vice versa, where applicable.
3. Include single-pass (only one protocol to BACnet without intermediary protocols) translation from non-BACnet protocol to BACnet, and vice versa.
4. Comply with requirements of Data Sharing Read Property, Data Sharing Write Property, Device Management Dynamic Device Binding-B, and Device Management Communication Control BIBBs in accordance with ASHRAE 135.
5. Hardware, software, software licenses, and configuration tools for operator-to-gateway communications.
6. Backup programming and parameters on CD media with ability to modify, download, backup, and restore gateway configuration.

## 2.10 DDC CONTROLLERS

- A. DDC system consisting of a combination of network controllers, programmable application controllers, and application-specific controllers to satisfy performance requirements indicated.
- B. DDC controllers to perform monitoring, control, energy optimization, and other requirements indicated.
- C. DDC controllers are to use a multitasking, multiuser, real-time digital control microprocessor with a distributed network database and intelligence.
- D. Each DDC controller is capable of full and complete operation as a completely independent unit and as a part of DDC system wide distributed network.
- E. Environment Requirements:
1. Controller hardware suitable for anticipated ambient conditions.
  2. Controllers located in conditioned space rated for operation at 32 to 120 deg F .
  3. Controllers located outdoors rated for operation at 40 to 150 deg F .
- F. Power and Noise Immunity:
1. Operate controller at 90 to 110 percent of nominal voltage rating and perform an orderly shutdown below 80 percent of nominal voltage.
  2. Protect against electrical noise of 5 to 120 Hz and from keyed radios with up to 5 W of power located within 36 inches of enclosure.
- G. DDC Controller Spare Processing Capacity:

1. Include spare processing memory for each controller. RAM, PROM, or EEPROM will implement requirements indicated with the following spare memory:
    - a. Network Controllers: 50 percent.
    - b. Programmable Application Controllers: Not less than 60 percent.
  2. Memory for DDC controller's operating system and database are to include the following:
    - a. Monitoring and control.
    - b. Energy management, operation, and optimization applications.
    - c. Alarm management.
    - d. Historical trend data of all connected I/O points.
    - e. Maintenance applications.
    - f. Operator interfaces.
    - g. Monitoring of manual overrides.
- H. DDC Controller Spare I/O Point Capacity: Include spare I/O point capacity for each controller as follows:
1. Network Controllers:
    - a. 20 percent of each AI, AO, BI, and BO point connected to controller.
    - b. Minimum Spare I/O Points per Controller:
      - 1) AIs: Two .
      - 2) AOs: Two .
      - 3) BIs: Three .
      - 4) BOs: Three .
      - 5) Option to provide universal I/O to meet spare requirements.
  2. Programmable Application Controllers:
    - a. 10 percent of each AI, AO, BI, and BO point connected to controller.
    - b. Minimum Spare I/O Points per Controller:
      - 1) AIs: Two .
      - 2) AOs: Two .
      - 3) BIs: Three .
      - 4) BOs: Three .
      - 5) Option to provide universal I/O to meet spare requirements.
- I. Maintenance and Support: Include the following features to facilitate maintenance and support:
1. Mount microprocessor components on circuit cards for ease of removal and replacement.
  2. Means to quickly and easily disconnect controller from network.
  3. Means to quickly and easily access connect to field test equipment.
  4. Visual indication that controller electric power is on, of communication fault or trouble, and that controller is receiving and sending signals to network.
- J. I/O Point Interface:
1. Connect hardwired I/O points to network, programmable application, and application-specific controllers.
  2. Protect I/O points so shorting of point to itself, to another point, or to ground will not damage controller.

3. Protect I/O points from voltage up to 24 V of any duration so that contact will not damage controller.
4. AIs:
  - a. Include monitoring of low-voltage (0 to 10 V dc), current (4 to 20 mA) and resistance signals from thermistor and RTD sensors.
  - b. Compatible with, and field configurable to, sensor and transmitters installed.
  - c. Perform analog-to-digital (A-to-D) conversion with a minimum resolution of 8 bits or better to comply with accuracy requirements indicated.
  - d. Signal conditioning including transient rejection for each AI.
  - e. Capable of being individually calibrated for zero and span.
  - f. Incorporate common-mode noise rejection of at least 50 dB from 0 to 100 Hz for differential inputs, and normal-mode noise rejection of at least 20 dB at 60 Hz from a source impedance of 10000 ohms.
  - g. External conversion resistors are not permitted.
5. AOs:
  - a. Perform analog-to-digital (A-to-D) conversion with a minimum resolution of 8 bits or better to comply with accuracy requirements indicated.
  - b. Output signals range of 4 to 20 mA dc or 0 to 10 V dc as required to include proper control of output device.
  - c. Capable of being individually calibrated for zero and span.
  - d. Drift is to be not greater than 0.4 percent of range per year.
  - e. External conversion resistors are not permitted.
6. BIs:
  - a. Accept contact closures and ignore transients of less than 5 ms duration.
  - b. Isolate and protect against an applied steady-state voltage of up to 180 V ac peak.
  - c. Include a wetting current of at least 12 mA to be compatible with commonly available control devices and protected against effects of contact bounce and noise.
  - d. Sense "dry contact" closure without external power (other than that provided by controller) being applied.
  - e. Pulse accumulation input points complying with all requirements of BIs and accept up to 10 pulses per second for pulse accumulation. Include buffer to totalize pulses. Pulse accumulator is to accept rates of at least 20 pulses per second. Reset the totalized value to zero on operator's command.
7. BOs:
  - a. Include relay contact closures or triac outputs for momentary and maintained operation of output devices.
    - 1) Relay contact closures to have a minimum duration of 0.1 second and at least 180 V of isolation.
    - 2) Include electromagnetic interference suppression on all output lines to limit transients to non-damaging levels.
    - 3) Minimum contact rating to be 1 A at 24 V ac.
    - 4) Triac outputs to have at least 180 V of isolation and minimum contact rating of 1 A at 24 V ac.
  - b. Include BOs with two-state operation or a pulsed low-voltage signal for pulse-width modulation control.
  - c. BOs to be selectable for either normally open or normally closed operation.



- d. Include tristate outputs (two coordinated BOs) for control of three-point, floating-type electronic actuators without feedback.

## 2.11 NETWORK CONTROLLERS

### A. General:

1. Include adequate number of controllers to achieve performance indicated.
2. Provide one or more independent, standalone, microprocessor-based network controllers to manage global strategies indicated.
3. Include enough memory to support its operating system, database, and programming requirements with spare memory indicated.
4. Share data between networked controllers and other network devices.
5. Operating system of controller to manage I/O communication signals to allow distributed controllers to share real and virtual object information and allow for central monitoring and alarms.
6. Include network controllers with a real-time clock.
7. Controller to continually check status of its processor and memory circuits. If an abnormal operation is detected, controller is to assume a predetermined failure mode and generate an alarm notification.
8. Make controllers fully programmable.

### B. Communication:

1. Network controllers communicate with other devices on DDC system Level 1 network.
2. Network controller to also perform routing if connected to network of programmable application controllers and application-specific controllers.

### C. Operator Interface:

1. Equip controllers with a service communications port for connection to portable operator's workstation .

### D. Serviceability:

1. Equip controller with diagnostic LEDs or other form of local visual indication of power, communication, and processor.
2. Connect wiring and cable connections to field-removable, modular terminal strips or to a termination card connected by a ribbon cable.
3. Maintain Basic Input Output System (BIOS) and programming information in event of power loss for at least 96 hours.

## 2.12 PROGRAMMABLE APPLICATION CONTROLLERS

### A. General:

1. Include adequate number of controllers to achieve performance indicated.

2. Provide enough memory to support its operating system, database, and programming requirements with spare memory indicated.
3. Share data between networked controllers and other network devices.
4. Include controller with operating system to manage I/O communication signals to allow distributed controllers to share real and virtual object information and allow for central monitoring and alarms.
5. Include controllers that perform scheduling with a real-time clock.
6. Controller is to continually check status of its processor and memory circuits. If an abnormal operation is detected, controller assumes a predetermined failure mode and generates an alarm notification.
7. Fully programmable.

B. Communication:

1. Programmable application controllers are to communicate with other devices on network.

C. Operator Interface:

1. Equip controllers with a service communications port for connection to portable operator's workstation .

D. Serviceability:

1. Equip controller with diagnostic LEDs or other form of local visual indication of power, communication, and processor.
2. Connect wiring and cable connections to field-removable, modular terminal strips or to a termination card connected by a ribbon cable.
3. Maintain BIOS and programming information in event of power loss for at least 72 hours.

## 2.13 APPLICATION-SPECIFIC CONTROLLERS

- A. Description: Microprocessor-based controllers, which through hardware or firmware design are dedicated to control a specific piece of equipment or system. Controllers are not fully user-programmable but are configurable and customizable for operation of equipment they are designed to control.

1. Capable of standalone operation and continued control functions without being connected to network.
2. Share data between networked controllers and other network devices.

- B. Communication: Application-specific controllers are to communicate with other application-specific controllers and devices on network, and to programmable application controllers and network controllers.

- C. Operator Interface: Equip controllers with a service communications port for connection to portable operator's workstation . Connection is to extend to port on space temperature sensor that is connected to controller.

D. Serviceability:

1. Equip controller with diagnostic LEDs or other form of local visual indication of power, communication, and processor.
2. Connect wiring and cable connections to field-removable, modular terminal strips or to a termination card connected by a ribbon cable.
3. Use nonvolatile memory and maintain all BIOS and programming information in event of power loss.

2.14 CONTROLLER SOFTWARE

A. General:

1. Software applications are to reside and operate in controllers. Edit applications through operator workstations.
2. Identify I/O points by up to 30 -character point name and up to 16 -character point descriptor. Use same names throughout, including at operator workstations.
3. Execute control functions within controllers using DDC algorithms.
4. Configure controllers to use stored default values to ensure fail-safe operation. Use default values when there is a failure of a connected input instrument or loss of communication of a global point value.

B. Security:

1. Secure operator access using individual security passwords and user names.
2. Passwords restrict operator to points, applications, and system functions as assigned by system manager.
3. Record operator log-on and log-off attempts.
4. Protect from unauthorized use by automatically logging off after last keystroke. Make the delay time operator-definable.

C. Scheduling: Include capability to schedule each point or group of points in system. Each schedule is to consist of the following:

1. Weekly Schedule:
  - a. Include separate schedules for each day of week.
  - b. Each schedule should include capability for start, stop, optimal start, optimal stop, and night economizer.
  - c. Each schedule may consist of up to 10 events.
  - d. When a group of objects are scheduled together, include capability to adjust start and stop times for each member.
2. Exception Schedules:
  - a. Include ability for operator to designate any day of the year as an exception schedule.
  - b. Exception schedules may be defined up to a year in advance. Once an exception schedule is executed, it will be discarded and replaced by regular schedule for that day of week.
3. Holiday Schedules:
  - a. Include capability for operator to define up to 99 special or holiday schedules.

- b. Place schedules on scheduling calendar with ability to repeated each year.
  - c. Operator able to define length of each holiday period.
- D. System Coordination:
  - 1. Include standard application for proper coordination of equipment.
  - 2. Include operator with a method of grouping together equipment based on function and location.
  - 3. Include groups that may be for use in scheduling and other applications.
- E. Binary Alarms:
  - 1. Set each binary point to alarm based on operator-specified state.
  - 2. Include capability to automatically and manually disable alarming.
- F. Analog Alarms:
  - 1. Provide each analog object with both high and low alarm limits.
  - 2. Include capability to automatically and manually disable alarming.
- G. Alarm Reporting:
  - 1. Include ability for operators to determine action to be taken in event of an alarm.
  - 2. Route alarms to appropriate operator workstations based on time and other conditions.
  - 3. Include ability for alarms to start programs, print, be logged in event logs, generate custom messages, and display graphics.
- H. Remote Communication:
  - 1. Include ability for system to notify operators by phone message, text message, and email in event of an alarm.
- I. Maintenance Management: Monitor equipment status and generate maintenance messages based on operator-designated run-time, starts, and calendar date limits.
- J. Sequencing: Include application software based on sequences of operation indicated to properly sequence chillers, boilers, and other applicable HVAC equipment.
- K. Control Loops:
  - 1. Support any of the following control loops, as applicable to control required:
    - a. Two-position (on/off, open/close, slow/fast) control.
    - b. Proportional control.
    - c. Proportional plus integral (PI) control.
    - d. Proportional plus integral plus derivative (PID) control.
      - 1) Include PID algorithms with direct or reverse action and anti-windup.
      - 2) Algorithm to calculate a time-varying analog value used to position an output or stage a series of outputs.
      - 3) Make controlled variable, set point, and PID gains operator-selectable.

- e. Adaptive (automatic tuning).
- L. Staggered Start: Prevent all controlled equipment from simultaneously restarting after a power outage. Make the order which equipment (or groups of equipment) is started, along with the time delay between starts, operator-selectable.
- M. Energy Calculations:
  - 1. Include software to allow instantaneous power or flow rates to be accumulated and converted to energy usage data.
  - 2. Include algorithm that calculates a sliding-window average (rolling average). Make algorithm flexible to allow window intervals to be operator specified (such as 15, 30, or 60 minutes).
  - 3. Include algorithm that calculates a fixed-window average. Use a digital input signal to define start of window period (such as signal from utility meter) to synchronize fixed-window average with that used by utility.
- N. Anti-Short Cycling:
  - 1. Protect BO points from short cycling.
  - 2. Feature to allow minimum on-time and off-time to be selected.
- O. On and Off Control with Differential:
  - 1. Include algorithm that allows BO to be cycled based on a controlled variable and set point.
  - 2. Use direct- or reverse-acting algorithm and incorporate an adjustable differential.
- P. Run-Time Totalization:
  - 1. Include software to totalize run-times for all BI and BO points.
  - 2. Assign a high run-time alarm, if required, by operator.

## 2.15 ENCLOSURES

- A. General:
  - 1. House each controller and associated control accessories in enclosure. Enclosure is to serve as central tie-in point for control devices such as switches, transmitters, transducers, power supplies, and transformers.
  - 2. Include enclosure door with key locking mechanism. Key locks alike for all enclosures and include one pair of keys per enclosure. Coordinate keys with HCPSS Maintenance Division.
  - 3. Equip doors of enclosures housing controllers and components with analog or digital displays with windows to allow visual observation of displays without opening enclosure door.
  - 4. Individual, wall-mounted, single-door enclosures maximum of 36 inches wide and 60 inches high.

5. Include wall-mounted enclosures with brackets suitable for mounting enclosures to wall or freestanding support stand as indicated.
6. Supply each enclosure with complete set of laminated as-built schematics, tubing, and wiring diagrams and product literature located in pocket on inside of door.

B. Internal Arrangement:

1. Arrange internal layout of enclosure to group and protect electric, and electronic components associated with controller, but not an integral part of controller.
2. Arrange layout to group similar products together.
3. Include a barrier between line-voltage and low-voltage electrical and electronic products.
4. Factory or shop install products, tubing, cabling, and wiring complying with requirements and standards indicated.
5. Terminate field cable and wire using heavy-duty terminal blocks.
6. Include spare terminals, equal to not less than 10 percent of used terminals.
7. Include spade lugs for stranded cable and wire.
8. Install maximum of two wires on each side of terminal.
9. Include enclosure field electric power supply with toggle-type switch located at entrance inside enclosure to disconnect power.
10. Include enclosure with line-voltage nominal 20 A GFCI duplex receptacle for service and testing tools. Wire receptacle on hot side of enclosure disconnect switch and include with 5 A circuit breaker.
11. Mount products within enclosure on removable internal panel(s).
12. Include products mounted in enclosures with engraved, laminated phenolic nameplates (black letters on a white background). Nameplates are to have at least 1/4-inch- high lettering.
13. Route tubing cable and wire located inside enclosure within a raceway with continuous removable cover.
14. Label each end of cable, wire, and tubing in enclosure following an approved identification system that extends from field I/O connection and all intermediate connections throughout length to controller connection.
15. Size enclosure internal panel to include at least 15 percent spare area on face of panel.

C. Environmental Requirements:

1. Evaluate temperature and humidity requirements of each product to be installed within each enclosure.
2. Calculate enclosure internal operating temperature considering heat dissipation of all products installed within enclosure and ambient effects (solar, conduction, and wind) on enclosure.
3. Where required by application, include temperature-controlled electrical heat to maintain inside of enclosure above minimum operating temperature of product with most stringent requirement.
4. Where required by application, include temperature-controlled ventilation fans with filtered louver(s) to maintain inside of enclosure below maximum operating temperature of product with most stringent requirement.

5. Include temperature-controlled cooling within the enclosure for applications where ventilation fans cannot maintain inside temperature of enclosure below maximum operating temperature of product with most stringent requirement.
6. Where required by application, include humidity-controlled electric dehumidifier or cooling to maintain inside of enclosure below maximum relative humidity of product with most stringent requirement and to prevent surface condensation within enclosure.

D. Wall-Mounted, NEMA 250, Type 1:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Cooper B-line; brand of Eaton, Electrical Sector.
  - b. Hammond Mfg. Co. Inc.
  - c. Hoffman; brand of nVent Electrical plc.
  - d. Saginaw Control and Engineering.
2. NRTL listed in accordance with UL 50 or UL 50E.
3. Construct enclosure of steel, not less than the following:
  - a. Enclosure Size Less Than 24 Inches: 0.053 inch thick.
  - b. Enclosure Size 24 Inches and Larger: 0.067 inch thick.
4. Finish enclosure inside and out with polyester powder coating that is electrostatically applied and then baked to bond to substrate.
  - a. Exterior Color: Manufacturer's standard .
  - b. Interior Color: Manufacturer's standard.
5. Hinged door full size of front face of enclosure and supported using the following:
  - a. Enclosures Sizes Less Than 36 Inches Tall: Multiple butt hinges.
  - b. Enclosures Sizes 36 Inches Tall and Larger: Continuous piano hinges.
6. Removable internal panel with white or gray polyester powder coating that is electrostatically applied and then baked to bond to substrate.
  - a. Size Less Than 24 Inches: Solid or perforated steel, 0.053 inch thick.
  - b. Size 24 Inches and Larger: Solid aluminum, 0.10 inch or steel, 0.093 inch thick.
7. Internal panel mounting hardware, grounding hardware, and sealing washers.
8. Grounding stud on enclosure body.
9. Thermoplastic pocket on inside of door for record Drawings and Product Data.

E. Wall-Mounted, NEMA 250, Types 4 and 12:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Cooper B-line; brand of Eaton, Electrical Sector.
  - b. Hammond Mfg. Co. Inc.
  - c. Hoffman; brand of nVent Electrical plc.
  - d. Saginaw Control and Engineering.
2. NRTL listed in accordance with UL 508A.
3. Seam and joints are continuously welded and ground smooth.
4. Where recessed enclosures are indicated, include enclosures with face flange for flush mounting.
5. Externally formed body flange around perimeter of enclosure face for continuous perimeter seamless gasket door seal.

6. Single-door enclosure sizes up to 60 inches tall by 36 inches wide.
7. Construct enclosure of steel, not less than the following:
  - a. Size Less Than 24 Inches: 0.053 inch or 0.067 inch thick.
  - b. Size 24 Inches and Larger: 0.067 inch thick.
8. Finish enclosure with polyester powder coating that is electrostatically applied and then baked to bond to substrate.
  - a. Exterior Color: Manufacturer's standard .
  - b. Interior Color: Manufacturer's standard.
9. Corner-formed door, full size of enclosure face, supported using multiple concealed hinges with easily removable hinge pins.
  - a. Sizes through 24 Inches Tall: Two hinges.
  - b. Sizes between 24 Inches through 48 Inches Tall: Three hinges.
  - c. Sizes Larger Than 48 Inches Tall: Four hinges.
10. Removable internal panel with white or gray polyester powder coating that is electrostatically applied and then baked to bond to substrate.
  - a. Size Less Than 24 Inches: Solid or perforated steel, 0.053 inch thick.
  - b. Size 24 Inches and Larger: Solid aluminum, 0.10 inch or steel, 0.093 inch thick.
11. Internal panel mounting studs with hardware, grounding hardware, and sealing washers.
12. Grounding stud on enclosure body.
13. Thermoplastic pocket on inside of door for record Drawings and Product Data.

F. Accessories:

1. Bar handle with keyed cylinder lock set.

## 2.16 RELAYS

A. General-Purpose Relays:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - a. IDEC Corporation.
  - b. Functional Devices.
2. NRTL listed.
3. Heavy-duty, electromechanical type; rated for at least 10 A at 250 V ac and 60 Hz.
4. SPDT, DPDT, or three-pole double-throw, as required by control application.
5. Plug-in-style relay with multiblade plug for DPDT relays and multiblade plug for three-pole double-throw relays.
6. Prepackaged relay with factory sealed housing.
7. Construct contacts of silver, silver alloy, or gold.
8. Enclose removable relay block in a clear transparent polycarbonate dust-tight cover.
9. If using factory enclosed relay, attach relay to exterior of enclosure or junction box using locking ring.
10. Clearly label all relays.



11. Include LED indication. If using prepacked relays, include manual rocker switch to allow local override.
12. Performance:
  - a. Mechanical Life: At least 10 million cycles.
  - b. Electrical Life: At least 100,000 cycles at rated load.
  - c. Pickup Time: 15 ms or less.
  - d. Dropout Time: 10 ms or less.
  - e. Pull-in Voltage: 85 percent of rated voltage.
  - f. Dropout Voltage: 50 percent of nominal rated voltage.
  - g. Power Consumption: 5 VA or less.
  - h. Ambient Operating Temperatures: Minus 40 to 115 deg F.
13. Equip relays with coil transient suppression to limit transients to non-damaging levels.
14. Plug each relay into industry-standard, 35 mm DIN rail socket. Plug all relays located in control panels into sockets that are mounted on a DIN rail.
15. Include relay socket with screw terminals. Mold into socket the coincident screw terminal numbers.

## 2.17 ELECTRICAL POWER DEVICES

### A. Control Transformers:

1. Control Transformers shall be Functional Devices PSH500A transformers with enclosures and covers. Each 100VA circuit shall serve a maximum of 5 VAVs and associated accessories.

## 2.18 UNINTERRUPTABLE POWER SUPPLY (UPS) UNITS

### A. Furnish local UPS units, of type indicated, installed with DDC system.

### B. DIN Rail Mounted UPS:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. APC by Schneider Electric.
  - b. Emerson Electric Co., Automation Solutions.
  - c. Phoenix Contact.
2. Provide continuous, regulated output power without using batteries during brown-out, surge, and spike conditions.
3. Performance:
  - a. Capacity: Load not to exceed 75 percent of rated capacity.
  - b. Input Voltage: Single phase, 120 V ac, compatible with field power source.
  - c. Load Power Factor Range (Crest Factor): 0.65 to 1.0 .
  - d. Output Voltage: 101 to 132 V ac, while input voltage varies between 89 and 152 V ac.
  - e. On Battery Output Voltage: Sine wave.
  - f. Inverter Overload Capacity: Minimum 150 percent for 30 seconds.
  - g. Battery Backup: Five minutes of operation at full load with battery power.

- h. Battery Recharge Time: Maximum of six hours to 90 percent capacity after full discharge.
  - i. Transfer Time: 6 ms.
  - j. Surge Voltage Withstand Capacity: IEEE C62.41.1 and IEEE C62.41.2, Categories A and B.
- 4. Automatic bypass operation during fault or overload conditions.
- 5. Integral line-interactive, power condition topology to eliminate all power contaminants.
- 6. Include power switch and visual indication of power, battery, fault.
- 7. Include audible alarm of faults with silence feature.
- 8. Batteries: Sealed; maintenance free; replacement without dropping load.

## 2.19 PRESSURE INSTRUMENT SIGNAL AIR PIPING AND TUBING

- A. Products in this article are intended for use with the following:
  - 1. Signal air between pressure instruments, such as sensors, switches, transmitters, controllers, and accessories.
- B. Polyethylene Tubing (Pressure Instrument Signal Air):
  - 1. Fire-resistant, black virgin polyethylene in accordance with ASTM D1248, Type 1, Class C, and Grade 5.
  - 2. Complying with stress crack test in accordance with ASTM D1693.
  - 3. Diameter, as required by application, of not less than nominal 1/4 inch.
  - 4. Polyethylene Tubing Connectors and Fittings - Brass, Barb Fittings:
    - a. Tapered and beaded hose barbs of push-on design; intended for low-pressure applications only.
  - 5. Polyethylene Tubing Connectors and Fittings - Brass, Compression Type:
    - a. Specially designed for jointing polyethylene tubing to provide leak-free seal without twisting or weakening polyethylene tubing.

## 2.20 CONTROL WIRE AND CABLE

- A. Single, Twisted-Shielded, Instrumentation Cable 24 V and Less:
  - 1. Wire Size: Minimum 18 AWG.
  - 2. Conductors: Twisted, 7/24 soft annealed copper stranding with a 2- to 2.5-inch lay.
  - 3. Conductor Insulation: Nominal 15-mil thickness, constructed from flame-retardant PVC.
  - 4. Conductor Insulation Colors:
    - a. Twisted Pair: Black and white.
    - b. Twisted Triad: Black, red, and white.
  - 5. Shielding: 100 percent type, 1.35-mil aluminum/polymer tape, helically applied with 25 percent overlap, and aluminum side in with tinned copper drain wire.
  - 6. Outer Jacket Insulation: 300 V, 105 deg C rating, and Type PLTC cable.
  - 7. Furnish on spools.

- B. LAN and Communication Cable: Comply with DDC system manufacturer requirements for network being installed.

## 2.21 WALL-MOUNTED THERMOSTATS

- A. Comply with requirements in Section 260533 "Raceway and Boxes for Electrical Systems" for electrical power raceways and boxes. Thermostats shall be Johnson Controls, Inc. Model number NSB8BHC040-0 combination Temperature/Relative Humidity/CO2 thermostat or equal.
- B. Thermostats shall be installed with anti-tamper cover equal to Grainger Universal Cover 2E706, or equivalent cover to fit specified thermostat. Cover shall be locking type.

## 2.22 OCCUPANCY SENSORS

- A. Ceiling mounted occupancy sensors shall be Watt Stopper CI-24 model. Occupancy sensors shall be placed in appropriate location according to manufacturers recommendations.
- B. If a single VAV serves multiple discrete zones (such as non-connected offices), multiple occupancy sensors shall be installed in parallel such that any sensor may call associated VAV into occupied mode.

## 2.23 IDENTIFICATION

- A. Control Equipment, Instruments, and Control Devices:
  - 1. Self-adhesive label Laminated acrylic or melamine plastic sign bearing unique identification.
    - a. Include instruments with unique identification identified by equipment being controlled or monitored, followed by point identification.
  - 2. Letter size as follows:
    - a. DDC Controllers: Minimum of 0.5 inch high.
    - b. Gateways: Minimum of 0.5 inch high.
    - c. Repeaters: Minimum of 0.5 inch high.
    - d. Enclosures: Minimum of 0.5 inch high.
    - e. Electrical Power Devices: Minimum of 0.25 inch high.
    - f. UPS units: Minimum of 0.5 inch high.
    - g. Accessories: Minimum of 0.25 inch high.
    - h. Instruments: Minimum of 0.25 inch high.
    - i. Control Damper and Valve Actuators: Minimum of 0.25 inch high.
  - 3. Engraved phenolic consisting of three layers of rigid laminate. Top and bottom layers color-coded black with contrasting white center exposed by engraving through outer layer.
  - 4. Fastened with drive pins.

5. Instruments, control devices, and actuators with Project-specific identification tags having unique identification numbers following requirements indicated and provided by original manufacturer do not require additional identification.

B. Valve Tags:

1. Brass tags and brass chains attached to valve.
2. Tag Size: Minimum 1.5 inches in diameter.
3. Include tag with unique valve identification indicating control influence such as flow, level, pressure, or temperature; followed by location of valve, and followed by three-digit sequential number. For example: TV-1.001.
4. Valves with Project-specific identification tags having unique identification numbers following requirements indicated and provided by original manufacturer do not require an additional tag.

C. Equipment Warning Labels:

1. Self-adhesive label with pressure-sensitive adhesive back and peel-off protective jacket.
2. Lettering size at least 14-point type with white lettering on red background.
3. Warning label to read "CAUTION-Equipment operated under remote automatic control and may start or stop at any time without warning. Switch electric power disconnecting means to OFF position before servicing."
4. Lettering to be enclosed in a white line border. Edge of label is to extend at least 0.25 inch beyond white border.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  1. Verify compatibility with and suitability of substrates.
- B. Examine roughing-in for instruments installed in piping to verify actual locations of connections before installation.
- C. Examine roughing-in for instruments installed in duct systems to verify actual locations of connections before installation.
- D. Examine walls, floors, roofs, and ceilings for suitable conditions where product will be installed.
- E. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install products to satisfy more stringent of all requirements indicated.
- B. Install products level, plumb, parallel, and perpendicular with building construction.
- C. Support products, tubing, piping wiring, and raceways. Brace products to prevent lateral movement and sway or a break in attachment when subjected to force.
- D. If codes and referenced standards are more stringent than requirements indicated, comply with requirements in codes and referenced standards.
- E. Fabricate openings and install sleeves in ceilings, floors, roof, and walls required by installation of products. Before proceeding with drilling, punching, and cutting, check for concealed work to avoid damage. Patch, flash, grout, seal, and refinish openings to match adjacent condition.
- F. Firestop Penetrations Made in Fire-Rated Assemblies: Comply with requirements in Section 078413 "Penetration Firestopping."
- G. Seal penetrations made in acoustically rated assemblies. Comply with requirements in Section 079200 "Joint Sealants."
- H. Fastening Hardware:
  - 1. Wrenches, pliers, and other tools that damage surfaces of rods, nuts, and other parts are prohibited for work of assembling and tightening fasteners.
  - 2. Tighten bolts and nuts firmly and uniformly. Do not overstress threads by excessive force or by oversized wrenches.
  - 3. Lubricate threads of bolts, nuts, and screws with graphite and oil before assembly.
- I. If product locations are not indicated, install products in locations that are accessible and that will permit service and maintenance from floor, equipment platforms, or catwalks without removal of permanently installed furniture and equipment.

### 3.3 INSTALLATION OF SERVERS

- A. Coordinate with HCPSS to add system to existing servers located at Central Maintenance Facility on Mendenhall Court.
- B. Install software indicated on server(s) and verify that software functions properly.
- C. Develop Project-specific graphics, trends, reports, logs, and historical database.

### 3.4 INSTALLATION OF GATEWAYS

- A. Install gateways if required for DDC system communication interface requirements indicated.

1. Install gateway(s) required to suit indicated requirements.
- B. Test gateways to verify that communication interface functions properly.

### 3.5 INSTALLATION OF ROUTERS

- A. Install routers if required for DDC system communication interface requirements indicated.
  1. Install router(s) required to suit indicated requirements.
- B. Test routers to verify that communication interface functions properly.

### 3.6 INSTALLATION OF CONTROLLERS

- A. Install controllers in enclosures to comply with indicated requirements.
- B. Connect controllers to field power supply and UPS units..
- C. Install controllers with latest version of applicable software and configure to execute requirements indicated.
- D. Test and adjust controllers to verify operation of connected I/O to achieve performance indicated requirements while executing sequences of operation.
- E. Installation of Network Controllers:
  1. DDC system provider and DDC system manufacturer to determine quantity and location of network controllers to satisfy requirements indicated.
  2. Install controllers in a protected location that is easily accessible by operators.
  3. Locate top of controller within 72 inches of finished floor.
- F. Installation of Programmable Application Controllers:
  1. DDC system provider and DDC system manufacturer to determine quantity and location of programmable application controllers to satisfy requirements indicated.
  2. Install controllers in a protected location that is easily accessible by operators.
  3. Locate top of controller within 72 inches of finished floor, except where dedicated controllers are installed at terminal units.
- G. Application-Specific Controllers:
  1. DDC system provider and DDC system manufacturer to determine quantity and location of application-specific controllers to satisfy requirements indicated.
  2. For controllers not mounted directly on equipment being controlled, install controllers in a location that is easily accessible by operators.

### 3.7 INSTALLATION OF ENCLOSURES

- A. Install the following items in enclosures, to comply with indicated requirements:
  - 1. Gateways.
  - 2. Routers.
  - 3. Controllers.
  - 4. Electrical power devices.
  - 5. UPS units.
  - 6. Relays.
- B. Attach wall-mounted enclosures to wall using the following types of steel struts:
  - 1. For NEMA 250, Type 1 , Type 4, Type 12, and any other Enclosures: Use galvanized-steel strut and hardware.
  - 2. For NEMA 250, Type 4 Enclosures and Enclosures Located Outdoors: Use stainless steel strut and hardware.
  - 3. Install plastic caps on exposed cut edges of strut.
- C. Align top or bottom of adjacent enclosures of like size.
- D. For floor-mounted enclosures located in mechanical equipment rooms : attach enclosure legs using galvanized-steel or stainless steel anchors.
- E. Install continuous and fully accessible wireways to connect conduit, wire, and cable to multiple adjacent enclosures. Wireways used for application are to have protection equal to NEMA 250 rating of connected enclosures.

### 3.8 ELECTRIC POWER CONNECTIONS

- A. Connect electrical power to DDC system products requiring electrical power connections.
- B. Design of electrical power to products not indicated with electric power is delegated to DDC system provider and installing trade to provide a fully functioning DDC system. Work is to comply with NFPA 70 and other requirements indicated.

### 3.9 INSTALLATION OF IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements in Section 260553 "Identification for Electrical Systems" for identification products and installation.
- B. Install self-adhesive labels or laminated acrylic or melamine plastic signs with unique identification on face for each of the following:
  - 1. Gateway.
  - 2. Router.

3. DDC controller.
  4. Enclosure.
  5. Electrical power device.
  6. UPS unit.
- C. Install unique instrument identification for each instrument connected to DDC controller.
- D. Install unique identification for each control damper and valve actuator connected to DDC controller.
- E. Where product is installed above accessible tile ceiling, also install matching identification on face of ceiling grid located directly below.
- F. Where product is installed above an inaccessible ceiling, also install identification on face of access door directly below.
- G. Warning Labels and Signs:
1. Permanently attach to equipment that can be automatically started by DDC control system.
  2. Locate where highly visible near power service entry points.

### 3.10 INSTALLATION OF NETWORKS

- A. Install balanced twisted pair or CAT-6 cable when connecting between the following network devices located in same building:
1. Operator workstations.
  2. Operator workstations and network controllers.
  3. Network controllers.
  4. Network controllers and IT drops coordinated with HCPSS IT department. .
- B. Install balanced twisted pair or copper cable (as required by equipment) when connecting between the following:
1. Gateways.
  2. Gateways and network controllers or programmable application controllers.
  3. Routers and network controllers or programmable application controllers.
  4. Network controllers and programmable application controllers.
  5. Programmable application controllers.
  6. Programmable application controllers and application-specific controllers.
  7. Application-specific controllers.
  8. .
- C. Install cable in continuous raceway.
1. Where indicated on Drawings, cable trays may be used for copper cable in lieu of conduit.



### 3.11 NETWORK NAMING AND NUMBERING

- A. Coordinate with Owner and provide unique naming and addressing for networks and devices.
- B. ASHRAE 135 Networks:
  - 1. MAC Address:
    - a. Assign and document a MAC address unique to its network for every network device.
    - b. Ethernet Networks: Document MAC address assigned at its creation.
    - c. MS/TP Networks: Assign from 00 to 64.
  - 2. Network Numbering:
    - a. Assign unique numbers to each new network.
    - b. Provide ability for changing network number through device switches or operator interface.
    - c. DDC system, with all possible connected LANs, can contain up to 65,534 unique networks.
  - 3. Device Object Identifier Property Number:
    - a. Assign unique device object identifier property numbers or device instances for each device network.
    - b. Provide for future modification of device instance number by device switches or operator interface.
    - c. LAN is to support up to 4,194,302 unique devices.
  - 4. Device Object Name Property Text:
    - a. Device object name property field to support 32 minimum printable characters.
    - b. Assign unique device "Object Name" property names with plain-English descriptive names for each device.
      - 1) Example 1: Device object name for device controlling heating water boiler plant at Building 1000 would be "Heating Water System Bldg. 1000."
      - 2) Example 2: Device object name for VAV terminal unit controller could be "VAV Unit 102."
  - 5. Object Name Property Text for Other Than Device Objects:
    - a. Object name property field is to support 32 minimum printable characters.
    - b. Assign object name properties with plain-English names descriptive of application.
      - 1) Example 1: "Zone 1 Temperature."
      - 2) Example 2 "Fan Start and Stop."
  - 6. Object Identifier Property Number for Other Than Device Objects:
    - a. Assign object identifier property numbers according to Drawings or tables indicated.
    - b. If not indicated, object identifier property numbers may be assigned at Installer's discretion but must be approved by Owner in advance, be documented, and be unique for like object types within device.

### 3.12 INSTALLATION OF CONTROL WIRE, CABLE, AND RACEWAY

- A. Comply with NECA 1.
- B. Wire and Cable Installation:
  - 1. Install cables with protective sheathing that is waterproof and capable of withstanding continuous temperatures of 90 deg C with no measurable effect on physical and electrical properties of cable.
    - a. Provide shielding to prevent interference and distortion from adjacent cables and equipment.
  - 2. All wiring shall be secured in place. All adjustable securing methods (zip ties, hook-and-loop fasteners, etc.) shall be plenum-rated where required. Galvanized J-hooks shall be used to support wiring. No existing hangars for the drop ceiling, lighting, or other equipment shall be used as support.
  - 3. Terminate wiring in a junction box.
    - a. Clamp cable over jacket in a junction box.
    - b. Individual conductors in the stripped section of cable is to be slack between the clamping point and terminal block.
  - 4. Terminate field wiring and cable not directly connected to instruments and control devices having integral wiring terminals using terminal blocks.
  - 5. Install signal transmission components in accordance with IEEE C2, REA Form 511a, NFPA 70, and as indicated.
  - 6. Use shielded cable to transmitters.
  - 7. Use shielded cable to temperature sensors.
  - 8. Perform continuity and meager testing on wire and cable after installation.

### 3.13 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and installations, including connections.

### 3.14 DDC SYSTEM I/O CHECKOUT PROCEDURES

- A. Check installed products before continuity tests, leak tests, and calibration.
- B. Check instruments for proper location and accessibility.
- C. Check instruments for proper installation on direction of flow, elevation, orientation, insertion depth, or other applicable considerations that will impact performance.
- D. Check instrument tubing for proper isolation, fittings, slope, dirt legs, drains, material, and support.
- E. Control Damper Checkout:
  - 1. Verify that control dampers are installed correctly for flow direction.
  - 2. Verify that damper actuator and linkage attachment are secure.

3. Verify that actuator wiring is complete, enclosed, and connected to correct power source.
4. Verify that damper blade travel is unobstructed.

F. Control Valve Checkout:

1. Verify that control valves are installed correctly for flow direction.
2. Verify that valve body attachment is properly secured and sealed.
3. Verify that valve actuator and linkage attachment are secure.
4. Verify that actuator wiring is complete, enclosed, and connected to correct power source.
5. Verify that valve ball, disc, or plug travel is unobstructed.
6. After piping systems have been tested and put into service, but before insulating and balancing, inspect each valve for leaks. Adjust or replace packing to stop leaks. Replace valve if leaks persist.

G. Instrument Checkout:

1. Verify that instrument is correctly installed for location, orientation, direction, and operating clearances.
2. Verify that attachment is properly secured and sealed.
3. Verify that conduit connections are properly secured and sealed.
4. Verify that wiring is properly labeled with unique identification, correct type, and size and is securely attached to proper terminals.
5. Inspect instrument tag against approved submittal.
6. For instruments with tubing connections, verify that tubing attachment is secure and isolation valves have been provided.
7. For flow instruments, verify that recommended upstream and downstream distances have been maintained.
8. For temperature instruments, verify the following:
  - a. Sensing element type and proper material.
  - b. Length and insertion.

### 3.15 DDC SYSTEM I/O ADJUSTMENT, CALIBRATION, AND TESTING

- A. Calibrate each instrument installed that is not factory calibrated and provided with calibration documentation.
- B. Provide written description of proposed field procedures and equipment for calibrating each type of instrument. Submit procedures before calibration and adjustment.
- C. For each analog instrument, make three-point test of calibration for both linearity and accuracy.
- D. Equipment and procedures used for calibration to comply with instrument manufacturer's written instructions.
- E. Provide diagnostic and test equipment for calibration and adjustment.

1. Use field testing and diagnostic instruments and equipment with an accuracy at least twice the instrument accuracy of instrument to be calibrated. For example, test and calibrate an installed instrument with accuracy of 1 percent using field testing and diagnostic instrument with accuracy of 0.5 percent or better.
- F. Calibrate each instrument in accordance with instruction manual supplied by instrument manufacturer.
- G. If after calibration the indicated performance cannot be achieved, replace out-of-tolerance instruments.
- H. Comply with field testing requirements and procedures indicated by ASHRAE's Guideline 11, "Field Testing of HVAC Controls Components," in the absence of specific requirements, and to supplement requirements indicated.
- I. Analog Signals:
  1. Check analog voltage signals using a precision voltage meter at zero, 50, and 100 percent.
  2. Check analog current signals using a precision current meter at zero, 50, and 100 percent.
  3. Check resistance signals for temperature sensors at zero, 50, and 100 percent of operating span using a precision-resistant source.
- J. Digital Signals:
  1. Check digital signals using a jumper wire.
  2. Check digital signals using an ohmmeter to test for contact making or breaking.
- K. Control Dampers:
  1. Stroke and adjust control dampers following manufacturer's recommended procedure, from 100 percent open to 100 percent closed and back to 100 percent open.
  2. Check and document open and close cycle times for applications with cycle time less than 30 seconds.
  3. For control dampers equipped with positive position indication, check feedback signal at multiple positions to confirm proper position indication.
- L. Control Valves:
  1. Stroke and adjust control valves following manufacturer's recommended procedure, from 100 percent open to 100 percent closed and back to 100 percent open.
  2. Check and document open and close cycle times for applications with cycle time less than 30 seconds.
  3. For control valves equipped with positive position indication, check feedback signal at multiple positions to confirm proper position indication.
- M. Meters: Check meters at zero, 50, and 100 percent of Project design values.

- N. Sensors: Check sensors at zero, 50, and 100 percent of Project design values.
- O. Switches: Calibrate switches to make or break contact at set points indicated.
- P. Transmitters:
  - 1. Check and calibrate transmitters at zero, 50, and 100 percent of Project design values.
  - 2. Calibrate resistance temperature transmitters at zero, 50, and 100 percent of span using a precision-resistant source.

### 3.16 DDC SYSTEM CONTROLLER CHECKOUT

- A. Verify power supply.
  - 1. Verify voltage, phase, and hertz.
  - 2. Verify that protection from power surges is installed and functioning.
  - 3. Verify that ground fault protection is installed.
  - 4. If applicable, verify if connected to UPS unit.
  - 5. If applicable, verify if connected to backup power source.
  - 6. If applicable, verify that power conditioning units are installed.
- B. Verify that wire and cabling are properly secured to terminals and labeled with unique identification.
- C. Verify that spare I/O capacity is provided.

### 3.17 DDC CONTROLLER I/O CONTROL LOOP TESTS

- A. Testing:
  - 1. Test every I/O point connected to DDC controller to verify that safety and operating control set points are as indicated and as required to operate controlled system safely and at optimum performance.
  - 2. Test every I/O point throughout its full operating range.
  - 3. Test every control loop to verify that operation is stable and accurate.
  - 4. Adjust control loop proportional, integral, and derivative settings to achieve optimum performance while complying with performance requirements indicated. Document testing of each control loop's precision and stability via trend logs.
  - 5. Test and adjust every control loop for proper operation according to sequence of operation.
  - 6. Test software and hardware interlocks for proper operation. Correct deficiencies.
  - 7. Operate each analog point at the following:
    - a. Upper quarter of range.
    - b. Lower quarter of range.
    - c. At midpoint of range.
  - 8. Exercise each binary point.

9. For every I/O point in DDC system, read and record each value at operator workstation, at DDC controller, and at field instrument simultaneously. Value displayed at operator workstation, at DDC controller, and at field instrument must match.
10. Prepare and submit report documenting results for each I/O point in DDC system and include in each I/O point a description of corrective measures and adjustments made to achieve desired results.

### 3.18 DDC SYSTEM VALIDATION TESTS

- A. Perform validation tests before requesting final review of system. Before beginning testing, first submit Pretest Checklist and Test Plan.
- B. After review of Pretest Checklist and Test Plan, execute all tests and procedures indicated in plan.
- C. After testing is complete, submit completed Pretest Checklist.
- D. Pretest Checklist: Submit the following list with items checked off once verified:
  1. Detailed explanation for any items that are not completed or verified.
  2. Required mechanical installation work is successfully completed and HVAC equipment is working correctly.
  3. HVAC equipment motors operate below full-load amperage ratings.
  4. Required DDC system components, wiring, and accessories are installed.
  5. Installed DDC system architecture matches approved Drawings.
  6. Control electric power circuits operate at proper voltage and are free from faults.
  7. Required surge protection is installed.
  8. DDC system network communications function properly, including uploading and downloading programming changes.
  9. Using BACnet protocol analyzer, verify that communications are error free.
  10. Each controller's programming is backed up.
  11. Equipment, products, tubing, wiring cable, and conduits are properly labeled.
  12. All I/O points are programmed into controllers.
  13. Testing, adjusting, and balancing work affecting controls is complete.
  14. Dampers and actuators zero and span adjustments are set properly.
  15. Each control damper and actuator goes to failed position on loss of power and loss of signal.
  16. Valves and actuators zero and span adjustments are set properly.
  17. Each control valve and actuator goes to failed position on loss of power and loss of signal.
  18. Meter, sensor, and transmitter readings are accurate and calibrated.
  19. Control loops are tuned for smooth and stable operation.
  20. View trend data where applicable.
  21. Each controller works properly in standalone mode.
  22. Safety controls and devices function properly.
  23. Interfaces with fire-alarm system function properly.
  24. Electrical interlocks function properly.

25. Operator workstations and other interfaces are delivered, all system and database software is installed, and graphics are created.
26. Record Drawings are completed.

E. Test Plan:

1. Prepare and submit validation Test Plan including test procedures for performance validation tests.
2. Address all specified functions of DDC system and sequences of operation in Test Plan.
3. Explain detailed actions and expected results to demonstrate compliance with requirements indicated.
4. Explain method for simulating necessary conditions of operation used to demonstrate performance.
5. Include Test Checklist to be used to check and initial that each test has been successfully completed.
6. Submit Test Plan documentation 10 business days before start of tests.

F. Validation Test:

1. Verify operating performance of each I/O point in DDC system.
  - a. Verify analog I/O points at operating value.
  - b. Make adjustments to out-of-tolerance I/O points.
    - 1) Identify I/O points for future reference.
    - 2) Simulate abnormal conditions to demonstrate proper function of safety devices.
    - 3) Replace instruments and controllers that cannot maintain performance indicated after adjustments.
2. Simulate conditions to demonstrate proper sequence of control.
3. Readjust settings to design values and observe ability of DDC system to establish desired conditions.
4. 24 hours after initial validation test, do as follows:
  - a. Re-check I/O points that required corrections during initial test.
  - b. Identify I/O points that still require additional correction and make corrections necessary to achieve desired results.
5. 24 Hours after second validation test, do as follows:
  - a. Re-check I/O points that required corrections during second test.
  - b. Continue validation testing until I/O point is normal on two consecutive tests.
6. Completely check out, calibrate, and test all connected hardware and software to ensure that DDC system performs according to requirements indicated.
7. After validation testing is complete, prepare and submit report indicating results of testing. For all I/O points that required correction, indicate how many validation re-tests it took to pass. Identify adjustments made for each test and indicate instruments that were replaced.

### 3.19 FINAL REVIEW

- A. Submit written request to Engineer and Owner when DDC system is ready for final review. State the following:

DIRECT DIGITAL CONTROL (DDC)  
SYSTEM FOR HVAC

230923 - 40

1. DDC system has been thoroughly inspected for compliance with Contract Documents and found to be in full compliance.
  2. DDC system has been calibrated, adjusted, and tested and found to comply with requirements of operational stability, accuracy, speed, and other performance requirements indicated.
  3. DDC system monitoring and control of HVAC systems results in operation according to sequences of operation indicated.
  4. DDC system is complete and ready for final review.
- B. Contractor shall work with the Construction Manager/Design Engineer to commission and demonstrate proper operation of 10% of all installed DDC components, up to 40 hours of work. If more than 10% of this selection is not found to be in compliance with the drawings and specifications, a subsequent visit shall be scheduled to demonstrate proper operation of 25% of all installed DDC components. Similarly, if more than 10% of this selection is not found to be in compliance with the drawings and specifications, all equipment is to be commissioned.
- C. Upon receipt of written request for final review, Engineer and Owner and to start review within reasonable period and upon completion issue field report(s) documenting observations and deficiencies.
- D. Take prompt action to remedy deficiencies indicated in reviewer's field report(s) and submit second written request after all deficiencies have been corrected. Repeat process until no deficiencies are reported.
- E. Compensation for Subsequent Reviews: Should more than one review be required, DDC system manufacturer and Installer to compensate entity/entities performing reviews for total costs (labor and expenses) associated with subsequent reviews. Estimated cost of each subsequent review to be submitted and approved by DDC system manufacturer and Installer before review.
- F. Prepare and submit closeout submittals when no deficiencies are reported.
- G. Part of DDC system final review shall to include demonstration to parties participating in final review.
1. Provide staff familiar with DDC system installed to demonstrate operation of DDC system during final review.
  2. Provide testing equipment to demonstrate accuracy and other performance requirements of DDC system that is requested by reviewers during final review.
  3. Demonstration to include, but not be limited to, the following:
    - a. Accuracy and calibration of 10 I/O points randomly selected by reviewers. If review finds that some I/O points are not properly calibrated and not satisfying performance requirements indicated, additional I/O points may be selected by reviewers until total I/O points being reviewed that satisfy requirements equals quantity indicated.
    - b. HVAC equipment and system hardwired and software safeties and life-safety functions are operating according to sequence of operation. Up to 10 I/O points to be randomly selected by reviewers. Additional I/O points may be selected by reviewers to discover problems with operation.



- c. Correct sequence of operation after electrical power interruption and resumption after electrical power is restored for randomly selected HVAC systems.
- d. Operation of randomly selected dampers and valves in normal-on, normal-off, and failed positions.
- e. Reporting of alarm conditions for randomly selected alarms, including different classes of alarms, to ensure that alarms are properly received by operators and operator workstations.
- f. Trends, summaries, logs, and reports set up for Project.
- g. For up to three HVAC systems randomly selected by reviewers, use graph trends to show that sequence of operation is executed in correct manner and that HVAC systems operate properly through complete sequence of operation including different modes of operations indicated. Show that control loops are stable and operating at set points and respond to changes in set point of 20 percent or more.
- h. Software's ability to communicate with controllers, operator workstations, and uploading and downloading of control programs.
- i. Software's ability to edit control programs offline.
- j. Data entry to show Project-specific customizing capability including parameter changes.
- k. Step through penetration tree, display all graphics, demonstrate dynamic update, and direct access to graphics.
- l. Execution of digital and analog commands in graphic mode.
- m. Spreadsheet and curve plot software and its integration with database.
- n. Online user guide and help functions.
- o. Multitasking by showing different operations occurring simultaneously on four quadrants of split screen.
- p. System speed of response compared to requirements indicated.
- q. For Each Network and Programmable Application Controller:
  - 1) Memory: Programmed data, parameters, trend, and alarm history collected during normal operation are not to be lost during power failure.
  - 2) Operator Interface: Ability to connect directly to each type of digital controller with portable workstation and mobile device. Show that maintenance personnel interface tools perform as indicated in manufacturer's technical literature.
  - 3) Standalone Ability: Demonstrate that controllers provide stable and reliable standalone operation using default values or other method for values normally read over network.
  - 4) Electric Power: Ability to disconnect any controller safely from its power source.
  - 5) Wiring Labels: Match control drawings.
  - 6) Network Communication: Ability to locate controller's location on network and communication architecture matches Shop Drawings.
  - 7) Nameplates and Tags: Accurate and permanently attached to control panel doors, instrument, actuators, and devices.
- r. For Each Operator Workstation:
  - 1) I/O points lists agree with naming conventions.
  - 2) Graphics are complete.

- 3) UPS unit, if applicable, operates.
- s. Communications and Interoperability: Demonstrate proper interoperability of data sharing, alarm and event management, trending, scheduling, and device and network management. Requirements must be met even if only one manufacturer's equipment is installed.
  - 1) Data Presentation: On each operator workstation, demonstrate graphic display capabilities.
  - 2) Reading of Any Property: Demonstrate ability to read and display any used readable object property of any device on network.
  - 3) Set-Point and Parameter Modifications: Show ability to modify set points and tuning parameters indicated.
  - 4) Peer-to-Peer Data Exchange: Network devices are installed and configured to perform without need for operator intervention to implement Project sequence of operation and to share global data.
  - 5) Alarm and Event Management: Alarms and events are installed and prioritized according to Owner. Demonstrate that time delays and other logic are set up to avoid nuisance tripping. Show that operators with sufficient privileges are permitted.
  - 6) Schedule Lists: Schedules are configured for start and stop, mode change, occupant overrides, and night setback as defined in sequence of operations.
  - 7) Schedule Display and Modification: Ability to display any schedule with start and stop times for calendar year. Show that all calendar entries and schedules are modifiable from any connected operator workstation by an operator with sufficient privilege.
  - 8) Archival Storage of Data: Data archiving is handled by operator workstation and server and local trend archiving and display is accomplished.
  - 9) Modification of Trend Log Object Parameters: Operator with sufficient privilege can change logged data points, sampling rate, and trend duration.
  - 10) Device and Network Management:
    - a) Display of network device status.
    - b) Display of BACnet object information.
    - c) Silencing devices transmitting erroneous data.
    - d) Time synchronization.
    - e) Remote device re-initialization.
    - f) Backup and restore network device programming and master database(s).
    - g) Configuration management of routers.

### 3.20 EXTENDED OPERATION TEST

- A. Operate DDC system for operating period of 14 consecutive calendar days following Substantial Completion. Coordinate exact start date of testing with Owner.
- B. During operating period, DDC system to demonstrate correct operation and accuracy of monitored and controlled points as well as operation capabilities of sequences, logs, trends, reports, specialized control algorithms, diagnostics, and other software indicated.

DIRECT DIGITAL CONTROL (DDC)  
SYSTEM FOR HVAC

230923 - 43

1. Correct defects of hardware and software when they occur.
- C. Definition of Failures and Downtime during Operating Period:
1. Failed I/O point constituting downtime is I/O point failing to perform its intended function consistently and a point physically failed due to hardware and software.
  2. Downtime is when any I/O point in DDC system is unable to fulfill its required function.
  3. Calculate downtime as elapsed time between detected point failure as confirmed by operator, and time point is restored to service.
  4. Maximum time interval allowed between DDC system detection of failure occurrence and operator confirmation is to be 0.5 hours.
  5. Log downtime in hours to nearest 0.1 hour.
  6. Power outages do not count as downtime, but do suspend test hours unless systems are provided with UPS and served through a backup power source.
  7. Hardware or software failures caused by power outages do count as downtime.
- D. During operating period, log downtime and operational problems are encountered.
1. Identify source of problem.
  2. Provide written description of corrective action taken.
  3. Record duration of downtime.
  4. Maintain log showing the following:
    - a. Time of occurrence.
    - b. Description of each occurrence and pertinent written comments for reviewer to understand scope and extent of occurrence.
    - c. Downtime for each failed I/O point.
    - d. Running total of downtime and total time of I/O point after each problem has been restored.
  5. Make log available to Owner for review at any time.
- E. For DDC system to pass extended operation test, total downtime is limited to 2 percent of total point-hours during operating period.
1. If DDC system testing results fail to comply with minimum requirements of passing at end of operating period indicated, extend operating period one consecutive day at a time until DDC system passes requirement.
- F. Base evaluation of DDC system passing test on the following calculation:
1. Count downtime on point-hour basis where total number of DDC system point-hours is equal to total number of I/O points in DDC system multiplied by total number of hours during operating period.
  2. One point-hour of downtime is one I/O point down for one hour. For example, three I/O points down for five hours is total of 15 point-hours of downtime. Four points down for one-half hour is two point-hours of downtime.
  3. Example Calculation: Maximum allowable downtime for 30-day test for DDC system with 1000 total I/O points (combined analog and binary) and passing score of 1 percent downtime is computed by 30 days x 24 h/day x 1000 points x 1 percent equals 7200 point-hours of maximum allowable downtime.

- G. Prepare test and inspection reports.

### 3.21 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

### 3.22 MAINTENANCE SERVICE

- A. Beginning at Substantial Completion, verify that maintenance service includes 12 months' full maintenance by DDC system manufacturer's authorized service representative. Include quarterly preventive maintenance, repair or replacement of worn or defective components, cleaning, calibration, and adjusting as required for proper operation. Use only manufacturer's authorized replacement parts and supplies.

### 3.23 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning at Substantial Completion, verify that service agreement includes software support for two year(s).
- B. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two year(s) from date of Substantial Completion. Verify that upgrading software includes operating system and new or revised licenses for using software.
  - 1. Upgrade Notice: No fewer than 30 days to allow Owner to schedule and access system and to upgrade computer equipment if necessary.

### 3.24 DEMONSTRATION

- A. Engage a factory-authorized service representative with complete knowledge of Project-specific system installed to train Owner's maintenance personnel to adjust, operate, and maintain DDC system.
- B. Extent of Training:
  - 1. Base extent of training on scope and complexity of DDC system indicated and training requirements indicated. Provide extent of training required to satisfy requirements indicated even if more than minimum training requirements are indicated.
  - 2. Inform Owner of anticipated training requirements if more than minimum training requirements are indicated.
  - 3. Minimum Training Requirements:
    - a. Provide not less than four hours of training total.

C. Training Content for Daily Operators:

1. Basic operation of system.
2. Understanding DDC system architecture and configuration.
3. Understanding each unique product type installed including performance and service requirements for each.
4. Understanding operation of each system and equipment controlled by DDC system including sequences of operation, each unique control algorithm, and each unique optimization routine.
5. Operating operator workstations, printers, and other peripherals.
6. Logging on and off system.
7. Accessing graphics, reports, and alarms.
8. Adjusting and changing set points and time schedules.
9. Recognizing DDC system malfunctions.
10. Understanding content of operation and maintenance manuals including control drawings.
11. Understanding physical location and placement of DDC controllers and I/O hardware.
12. Accessing data from DDC controllers.
13. Operating portable operator workstations.
14. Review of DDC testing results to establish basic understanding of DDC system operating performance and HVAC system limitations as of Substantial Completion.
15. Displaying and demonstrating each data entry to show Project-specific customizing capability. Demonstrating parameter changes.
16. Stepping through graphics penetration tree, displaying all graphics, demonstrating dynamic updating, and direct access to graphics.
17. Executing digital and analog commands in graphic mode.
18. Demonstrating control loop precision and stability via trend logs of I/O for not less than 10 percent of I/O installed.
19. Demonstrating DDC system performance through trend logs and command tracing.
20. Demonstrating scan, update, and alarm responsiveness.
21. Demonstrating multitasking by showing dynamic curve plot, and graphic construction operating simultaneously via split screen.

END OF SECTION 230923

## **SECTION 233113 - METAL DUCTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

**A. Section Includes:**

1. Single-wall rectangular ducts and fittings.
2. Sheet metal materials.
3. Sealants and gaskets.
4. Hangers and supports.

**B. Related Requirements:**

1. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
2. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

#### **1.2 ACTION SUBMITTALS**

**A. Product Data:** For each type of the following products:

1. Sheet metal materials and joining methods.
2. Sealants and gaskets.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Airstream Surfaces:** Surfaces in contact with airstream comply with requirements in ASHRAE 62.1.
- B. ASHRAE Compliance:** Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment," and Section 7 - "Construction and System Startup."
- C. ASHRAE/IES Compliance:** Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."
- D. Duct Dimensions:** Unless otherwise indicated, all duct dimensions indicated on Drawings are inside clear dimensions and do not include insulation or duct wall thickness.

## 2.2 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
  - 1. Construct ducts of galvanized sheet steel unless otherwise indicated.
- B. Transverse Joints: Fabricate joints in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
  - 1. For ducts with longest side less than 36 inches, select joint types in accordance with Figure 2-1.
  - 2. For ducts with longest side 36 inches or greater, use flange joint connector Type T-22, T-24, T-24A, T-25a, or T-25b. Factory-fabricated flanged duct connection system may be used if submitted and approved by engineer of record.
- C. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible." All longitudinal seams are to be Pittsburgh lock seams unless otherwise specified for specific application.
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

## 2.3 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials are to be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A653/A653M.
  - 1. Galvanized Coating Designation: G90.
  - 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Reinforcement Shapes and Plates: ASTM A36/A36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- D. Tie Rods: Galvanized steel, 1/4-inch- minimum diameter for lengths 36 inches or less; 3/8-inch- minimum diameter for lengths longer than 36 inches.

## 2.4 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets are to be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested in accordance with UL 723; certified by an NRTL.
- B. Flanged Joint Sealant: Comply with ASTM C920.
  1. General: Single-component, acid-curing, silicone, elastomeric.
  2. Type: S.
  3. Grade: NS.
  4. Class: 25.
  5. Use: O.

## 2.5 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Galvanized-steel rods and nuts.
- B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
- C. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- D. Trapeze and Riser Supports:
  1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.

## PART 3 - EXECUTION

### 3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and coordination drawings.



- B. Install ducts in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install ducts in maximum practical lengths with fewest possible joints.
- D. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- E. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- G. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- H. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- I. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- J. Install fire , combination fire/smoke, and smoke dampers where indicated on Drawings and as required by code, and by local authorities having jurisdiction. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers and specific installation requirements of the damper UL listing.
- K. Install heating coils, cooling coils, air filters, dampers, and all other duct-mounted accessories in air ducts where indicated on Drawings.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials both before and after installation. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."
- M. Elbows: Use long-radius elbows wherever they fit.
  - 1. Fabricate 90-degree rectangular mitered elbows to include turning vanes.
- N. Branch Connections: Use lateral or conical branch connections.

### 3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

- C. Maintain consistency, symmetry, and uniformity in arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- D. Repair or replace damaged sections and finished work that does not comply with these requirements.

### 3.3 DUCT SEALING

- A. Seal ducts at a minimum to the following seal classes in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
  - 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
  - 2. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
  - 3. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
  - 4. Unconditioned Space, Exhaust Ducts: Seal Class C.
  - 5. Unconditioned Space, Return-Air Ducts: Seal Class B.
  - 6. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
  - 7. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.

### 3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- C. Hangers Exposed to View: Threaded rod and angle or channel supports.
- D. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- E. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

### 3.5 DUCTWORK CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

### 3.6 STARTUP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

### 3.7 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
  - 1. Fabricate all ducts to achieve SMACNA pressure class, seal class, and leakage class as indicated below.
- B. Supply Ducts:
  - 1. Ducts Connected between Variable-Air-Volume Air-Handling Units and Terminal Units :
    - a. Pressure Class: Positive 3- inch wg.
    - b. Minimum SMACNA Seal Class: B.
    - c. SMACNA Leakage Class for Rectangular: 4 .
    - d. SMACNA Leakage Class for Round and Flat Oval: 4 .
- C. Intermediate Reinforcement:
  - 1. Galvanized-Steel Ducts: Galvanized steel .
- D. Elbow Configuration:
  - 1. Rectangular Duct - Requirements for Different Velocities: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
    - a. Velocity 1000 fpm or Lower:
      - 1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
      - 2) Mitered Type RE 4 without vanes.
    - b. Velocity 1000 to 1500 fpm:
      - 1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
      - 2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
      - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

- c. Velocity 1500 fpm or Higher:
  - 1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
  - 2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
  - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

END OF SECTION 233113

## SECTION 233300 - AIR DUCT ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Manual volume dampers.
2. Turning vanes.
3. Duct-mounted access doors.

B. Related Requirements:

1. Section 233346 "Flexible Ducts" for insulated and non-insulated flexible ducts.

#### 1.2 ACTION SUBMITTALS

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

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Comply with NFPA 90A and NFPA 90B.
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

#### 2.2 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Air Balance; MESTEK, Inc.
  - b. American Warming and Ventilating (AWV); Mestek, Inc.
  - c. Arrow United Industries; Mestek, Inc.
  - d. Cesco Products; MESTEK, Inc.
  - e. Greenheck Fan Corporation.
  - f. McGill AirFlow LLC.
  - g. Nailor Industries Inc.

- h. Ruskin; Air Distribution Technologies, Inc.; Johnson Controls, Inc.
    - i. Vent Products Co., Inc.
  - 2. Performance:
    - a. Leakage Rating Class III: Leakage not exceeding 40 cfm/sq. ft. against 1-inch wg differential static pressure.
  - 3. Construction:
    - a. Linkage out of airstream.
    - b. Suitable for horizontal or vertical airflow applications.
  - 4. Frames:
    - a. Hat-shaped, 16-gauge- thick, galvanized sheet steel .
    - b. Mitered and welded corners.
    - c. Flanges for attaching to walls and flangeless frames for installing in ducts.
  - 5. Blades:
    - a. Multiple or single blade.
    - b. Parallel- or opposed-blade design.
    - c. Stiffen damper blades for stability.
    - d. Galvanized steel; 16 gauge thick.
  - 6. Blade Axles: Galvanized steel .
  - 7. Bearings:
    - a. Oil-impregnated bronze .
    - b. Dampers mounted with vertical blades to have thrust bearing at each end of every blade.
  - 8. Tie Bars and Brackets: Galvanized steel.
  - 9. Locking device to hold damper blades in a fixed position without vibration.

B. Jackshaft:

- 1. Size: 0.5-inch diameter.
- 2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
- 3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.

C. Damper Hardware:

- 1. Zinc-plated, die-cast core with dial and handle, made of 3/32-inch- thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
- 2. Include center hole to suit damper operating-rod size.
- 3. Include elevated platform for insulated duct mounting.

## 2.3 TURNING VANES

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

- 1. Aero-Dyne Sound Control Co.
- 2. Ductmate Industries, Inc; a DMI company.
- 3. Duro Dyne Inc.

4. DynAir; a Carlisle Company.
  5. Ward Industries; a brand of Hart & Cooley, LLC.
- B. Manufactured Turning Vanes for Metal Ducts: Fabricate curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
- C. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
- D. Vane Construction:
1. Single wall for ducts up to 48 inches wide and double wall for larger dimensions.

## 2.4 DUCT-MOUNTED ACCESS DOORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Aire Technologies, Inc.; DMI Companies.
  2. Arrow United Industries; Mestek, Inc.
  3. Cesco Products; MESTEK, Inc.
  4. Ductmate Industries, Inc; a DMI company.
  5. Duro Dyne Inc.
  6. McGill AirFlow LLC.
  7. Ruskin; Air Distribution Technologies, Inc.; Johnson Controls, Inc.
  8. United Enertech Corp.
  9. Ward Industries; a brand of Hart & Cooley, LLC.
- B. Duct-Mounted Access Doors: Fabricate access panels in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figure 7-2 (7-2M), "Duct Access Doors and Panels," and Figure 7-3, "Access Doors - Round Duct."
1. Door:
    - a. Double wall, rectangular.
    - b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
    - c. 24-gauge- thick galvanized steel door panel.
    - d. Vision panel.
    - e. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
    - f. Fabricate doors airtight and suitable for duct pressure class.
  2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
    - a. 24-gauge- thick galvanized steel or 0.032-inch- thick aluminum frame.
  3. Number of Hinges and Locks:
    - a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
    - b. Access Doors up to 18 Inches Square: Continuous and two sash locks.

- c. Access Doors up to 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.

## 2.5 DUCT ACCESSORY HARDWARE

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Ductmate Industries, Inc; a DMI company.
  - 2. Duro Dyne Inc.
  - 3. DynAir; a Carlisle Company.
  - 4. United Enertech Corp.
  - 5. Ventfabrics, Inc.
  - 6. Ward Industries; a brand of Hart & Cooley, LLC.
- B. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.
- C. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

## 2.6 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A653/A653M.
  - 1. Galvanized Coating Designation: G60 .
  - 2. Exposed-Surface Finish: Mill phosphatized.
- B. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless steel ducts.
- C. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install duct accessories in accordance with applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116 for fibrous-glass ducts.



- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless steel accessories in stainless steel ducts, and aluminum accessories in aluminum ducts.
- C. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
  - 1. Install steel volume dampers in steel ducts.
  - 2. Install aluminum volume dampers in aluminum ducts.
- D. Set dampers to fully open position before testing, adjusting, and balancing.
- E. Install test holes at fan inlets and outlets and elsewhere as indicated and as needed for testing and balancing.
- F. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:
  - 1. On both sides of duct coils.
  - 2. Downstream from manual volume dampers in rectangular ducts, control dampers, backdraft dampers, and equipment.
  - 3. Control devices requiring inspection.
  - 4. Elsewhere as indicated.
- G. Install access doors with swing against duct static pressure.
- H. Access Door Sizes:
  - 1. One-Hand or Inspection Access: 8 by 5 inches.
- I. Install duct test holes where required for testing and balancing purposes.

END OF SECTION 233300

## **SECTION 233346 - FLEXIBLE DUCTS**

### **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. Insulated flexible ducts.

#### **1.3 ACTION SUBMITTALS**

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

#### **1.4 INFORMATIONAL SUBMITTALS**

### **PART 2 - PRODUCTS**

#### **2.1 ASSEMBLY DESCRIPTION**

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- C. Comply with the Air Diffusion Council's "ADC Flexible Air Duct Test Code FD 72-R1."
- D. Comply with ASTM E 96/E 96M, "Test Methods for Water Vapor Transmission of Materials."

## 2.2 INSULATED FLEXIBLE DUCTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Flexmaster U.S.A., Inc.
  2. JP Lamborn Co.
  3. McGill AirFlow LLC.
  4. Thermaflex; a Flex-Tek Group company.
  5. Ward Industries; a brand of Hart & Cooley, Inc.
- B. Insulated, Flexible Duct: UL 181, Class 1, two-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; aluminized vapor-barrier film.
1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
  2. Maximum Air Velocity: 4000 fpm.
  3. Temperature Range: Minus 10 to plus 160 deg F.
  4. Insulation R-Value: R6 .
- C. Insulated, Flexible Duct: UL 181, Class 1, black polymer film supported by helically wound, spring-steel wire; fibrous-glass insulation; polyethylene aluminized vapor-barrier film.
1. Pressure Rating: 4-inch wg positive and 0.5-inch wg negative.
  2. Maximum Air Velocity: 4000 fpm.
  3. Temperature Range: Minus 20 to plus 175 deg F.
  4. Insulation R-Value: R6 .

## 2.3 FLEXIBLE DUCT CONNECTORS

- A. Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action in sizes 3 through 18 inches, to suit duct size.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install flexible ducts according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install in indoor applications only. Flexible ductwork should not be exposed to UV lighting.
- C. Connect terminal units to supply ducts with maximum 60-inches lengths of flexible duct. Do not use flexible ducts to change directions.

- D. Connect supply and return air devices, located above accessible ceilings, to ducts with maximum 60-inch length of flexible duct. Supply and return air devices located above gypsum board or other inaccessible ceilings, shall be hard-ducted and not connected with flexible ducts. All exhaust air devices shall be hard-ducted and not connected with flexible ductwork, regardless of ceiling type.
- E. Connect flexible ducts to metal ducts with draw bands. Provide duct sealer as required to meet SMACNA Seal Class of the duct system of the particular system where the flexible duct is installed.
- F. Install duct test holes where required for testing and balancing purposes.
- G. Installation:
  - 1. Install ducts fully extended. Maximum length of flexible ducts shall be 60-inches.
  - 2. Do not bend ducts across sharp corners.
  - 3. Bends of flexible ducting shall not exceed a minimum of one duct diameter.
  - 4. Avoid contact with metal fixtures, water lines, pipes, or conduits.
  - 5. Install flexible ducts in a direct line, without sags, twists, or turns.
  - 6. Refer to Drawing Details for additional requirements.
- H. Supporting Flexible Ducts:
  - 1. Install extra supports at bends placed approximately one duct diameter from center line of the bend.
  - 2. Ducts may rest on ceiling joists or truss supports. Spacing between supports shall not exceed the maximum spacing per manufacturer's written installation instructions.
  - 3. Refer to Drawing Details for additional requirements.

END OF SECTION 233346

## **SECTION 238216.14 - ELECTRIC-RESISTANCE AIR COILS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Electric-resistance air coils.

#### **1.2 ACTION SUBMITTALS**

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

#### **1.3 INFORMATIONAL SUBMITTALS**

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Operation and maintenance data

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Coil Assembly: Comply with UL 1995.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- C. NFPA Compliance: Comply with NFPA 90A for design, fabrication, and installation of air-handling units and components.
- D. Equally balance heater electrical load for each step across all electrical phases.
- E. Part-Load Operation: Provide arrangement with operation staged for uninterrupted operation over the full range of airflow down to the minimum airflow indicated.

#### **2.2 ELECTRIC-RESISTANCE AIR COILS**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings Markel Products Company, HF Series or comparable product by one of the following:

1. Brasch Manufacturing Co., Inc.
  2. Chromalox, Inc.
  3. INDEECO.
- B. Source Limitations: Obtain electric-resistance air coils from single source from single manufacturer.
- C. Heating Elements:
1. Open Elements:
    - a. Open-coil resistance wire of 80 percent nickel and 20 percent chromium; supported and insulated by floating ceramic bushings recessed into casing openings, fastened to supporting brackets, and mounted in a frame.
    - b. Safety Screens: Install safety screens to protect operators from accidentally coming into direct contact with elements.
- D. Frame: Galvanized steel; minimum 18 Gauge thick for slip-in mounting. Include intermediate element support brackets equally spaced at a maximum of 36 inches o.c. across electric-resistance air coil.
- E. Terminal Box/Control Panel: Unit mounted ; with disconnection means and overcurrent protection.
1. Enclosure: NEMA 250, Type 1 enclosure complying with UL 50.
  2. Full-face-hinged door.
  3. Factory insulate terminal box to prevent condensation from occurring within box.
  4. Install a laminated elementary wiring diagram on inside face of heater control panel door or in another protected location than visible to service personnel. Wiring diagram to match installation.
- F. Controls:
1. Safety Controls: Each heater is to be provided with the following factory-mounted safety controls:
    - a. Disk-type thermal cutout switch with automatic reset.
    - b. Primary linear thermal limit cutout switch with automatic reset.
    - c. Secondary linear thermal limit cutout switch with local manual reset.
    - d. Airflow Proving Switch: Pressure differential type; with pressure range selected to ensure reliable operation throughout full range of air-handling unit airflow down to minimum airflow indicated.
  2. SCR Control: Silicone-controlled rectifier (SCR) for 100 percent stepless capacity control.
  3. Remote Monitoring and Control: Include control devices necessary to interface with remote-control signals, including the following:
    - a. Heater on/off control.
    - b. Monitoring heater on/off status.
    - c. High-temperature alarm.
    - d. Low-airflow alarm.
    - e. Heater capacity control.

G. Electrical:

1. Single-Point Field Power Connection: Install and wire the heater to accommodate a single field electrical connection for electrical power.
2. Disconnecting Means: Provide each heater with a main electrical power connection, door mounted and interlocking, and disconnecting means to prevent access into panel, unless switched to the off position.
  - a. Non-fused disconnect switch with lockable handle.
  - b. Minimum Short-Circuit Current Rating: As required by electrical power distribution system, but not less than 42,000 A.
3. Factory install and wire branch circuit fusing or circuit breakers in accordance with NFPA 70.
4. Pilot Lights: Include labeled pilot lights on face of control panel for the following:
  - a. Power on.
  - b. Low-airflow alarm.
  - c. High-temperature alarm.
5. Terminations: Wire terminations and field interface terminations to labeled terminal strips.
6. Control Transformer: Size control circuit transformer for load.
7. Labeling: Label each electrical device with a laminated phenolic tag.
8. Use only NRTL-labeled electrical components.

H. Nameplate: Include the following data:

1. Manufacturer name, address, telephone number, and website address.
  2. Manufacturer model number.
  3. Serial number.
  4. Manufacturing date.
  5. Coil identification (indicated on Drawings).
- I. See Section 230923 "Direct Digital Controls (DDC) Systems for HVAC Equipment" and Drawings for additional requirements.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine ducts, plenums, and casings to receive air coils for compliance with requirements for installation tolerances and other conditions affecting coil performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install coils level and plumb.

- B. Install coils in metal ducts and casings constructed in accordance with SMACNA's "HVAC Duct Construction Standards, Metal and Flexible."
- C. Clean coils using materials and methods recommended in writing by manufacturers, and clean inside of casings and enclosures to remove dust and debris.

### 3.3 ELECTRICAL CONNECTIONS

- A. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Install electrical devices furnished by manufacturer, but not factory mounted, in accordance with NFPA 70 and NECA 1.
- C. Install nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection.
  - 1. Nameplate shall be laminated acrylic or melamine plastic signs, as specified in Section 230553 "Identification for HVAC Piping and Equipment."

### 3.4 CONTROL CONNECTIONS

- A. Install control and electrical power wiring to field-mounted control devices.
- B. Connect control wiring in accordance with Section 260523 "Control-Voltage Electrical Power Cables."
- C. Install nameplate for each control connection, indicating field control panel designation and I/O control designation feeding connection.

END OF SECTION 238216.14



## **SECTION 239995 - MECHANICAL SYSTEMS COMMISSIONING**

### **PART 1 - GENERAL**

#### **1.1 INTENT**

- A. The intended result of the Mechanical Commissioning process is to assure the Owner that the mechanical controls systems are installed; operate and perform in accordance with contract drawings and specifications prior to the Owner's acceptance of the building, and that Owner's personnel are properly trained to operate and maintain the systems.

#### **1.2 SCOPE**

- A. Work Included: This project will have selected building systems commissioned. The equipment and systems to be commissioned are specified in Section 230923 DIRECT DIGITAL CONTROL (DDC) SYSTEMS FOR HVAC. The commissioning process will be directed by the Engineer. The mechanical controls commissioning shall provide substantial verification that systems and equipment are installed and performing in accordance with the contract documents and design intent.
- B. Work Not Included: It shall not be incumbent upon the Engineer to verify adequacy of mechanical controls systems to accommodate the heating, cooling or ventilating loads imposed upon them, i.e. to evaluate design. Systems installed and performing in accordance with plans and specifications that do not achieve and/or maintain conditions in accordance with design intent will be so noted when observed. Commissioning of existing mechanical HVAC systems, plumbing, fire protection sprinkler, and electrical systems are excluded from the mechanical controls commissioning process except as may be incidental to the operations of the mechanical controls system.

#### **1.3 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.
- B. This section complements and forms an integral part of Division 23 and 26 and all other sections of Division 23 and 26 shall have the same force and effect as if printed herewith in full.

#### **1.4 RELATED WORK**

- A. Installing Contractor: The contractor responsible for the installation of the equipment and/or systems to be commissioned (Installing Contractor) shall be responsible for all pre-commissioning work as defined within this specification section, in addition to all associated work in the individual commissioned equipment and/or systems related Section 230923.

- B. Mechanical Contractor: All Division 23 and 26 specification sections form a part of this section and shall have the same force and effect as if printed herewith in full.

## 1.5 SUPPLEMENTAL CONDITIONS

- A. All work of Division 23 and related Division 26 work must be complete prior to functional performance verification, unless approved in writing by the Engineer. Exceptions to this are control system training that may be performed after occupancy and any required seasonal or approved deferred performance verification. This includes completion and acceptance of the following tasks for all systems, including but not limited to:
  - 1. Submission of all data requested by the Engineer.
  - 2. Correction of all identified issues or written approval by the Owner for exception from this milestone.
  - 3. Completed and signed start-up and pre-functional checklist documentation.
  - 4. Approved testing, adjusting and balancing report.
  - 5. Required training of Owner personnel completed and approved.
  - 6. Submission of the approved O&M manuals.
- B. Remedial Work: Completion of remedial work required as a result of failed functional performance verification shall be the responsibility of the Installing Contractor. The time period for completion of remedial work required as a result of failed functional performance verification shall be fourteen (14) calendar days prior to the date of Owner's acceptance of Substantial Completion.
- C. The responsible Installing Contractor shall reimburse the Owner for all costs associated with effort lost due to delays in Substantial Completion of the project. These costs shall include direct personnel expenses, plus overhead and profit, and travel costs for Engineer's team members.

## 1.6 ENGINEER'S AUTHORITY

- A. Throughout the commissioning process, the Engineer's role is primarily one of an observer/witness; monitoring the installation, start-up, operation, and performance of the mechanical controls systems. If acceptable performance cannot be achieved, it will be the Engineer's responsibility to apprise the Owner and/or contractor of the deficiency. Corrective actions shall be the responsibility of the contractor. The Engineer shall have the authority to require tests and demonstrations to verify proper performance.

## 1.8 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for assuring that the Engineer is provided with all relevant correspondence, submittals, notifications, and assistance as may be required to satisfactorily complete the commissioning process using whatever personnel, time, and resources that are required. This Section and Section 230923 provides minimum commissioning requirements, however, the Contractor shall exceed those requirements whenever necessary to achieve the intent of Mechanical Controls Commissioning.
- B. The Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
  - 1. Perform commissioning tests at the direction of the Engineer.
  - 2. Attend construction phase controls coordination meetings as required.
  - 3. Attend a testing, adjusting, and balancing review and coordination meeting.
  - 4. Participate in HVAC systems, assemblies, equipment, and component maintenance orientation and inspection as directed by the Engineer.
  - 5. Provide information requested by the Engineer for final commissioning documentation.
  - 6. Provide measuring instruments and logging devices to record test data and provide data acquisition equipment to record data for the complete range of testing for the required test period.
- C. The Contractor shall include in his Bid the cost of furnishing the material requested and manpower necessary for the verification of proper mechanical controls system installation and operation as specified in this Section and Section 230923.
- D. The Contractor shall respond in writing to issues cited in correspondence provided by the Engineer.

## 1.9 COMMISSIONING DOCUMENTATION

- A. Provide the following information to the Engineer for inclusion in the commissioning plan:
  - 1. Plan for delivery and review of submittals, systems manuals, and other documents and reports.
  - 2. Identification of installed systems, assemblies, equipment, and components including design changes that occurred during the construction phase.
  - 3. Process and schedule for completing construction checklists and manufacturer's prestart and startup checklists for HVAC systems, assemblies, equipment, and components to be verified and tested.
  - 4. Certificate of completion certifying that installation, prestart checks, and startup procedures have been completed.
  - 5. Certificate of readiness certifying that HVAC systems, subsystems, equipment, and associated controls are ready for testing.
  - 6. Test and inspection reports and certificates.

- 7. Corrective action documents.
- 8. Verification of testing, adjusting, and balancing reports.

#### 1.10 SUBMITTALS

- A. Certificates of readiness.
- B. Certificates of completion of installation.

### PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SPECIFICATION

### PART 3 - EXECUTION

#### 3.1 TESTING PREPARATION

- A. Certify that HVAC systems, subsystems, and equipment have been installed, calibrated, and started and are operating according to the Contract Documents.
- B. Certify that HVAC instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents, and that pretest set points have been recorded.
- C. Certify that testing, adjusting, and balancing procedures have been completed and that testing, adjusting, and balancing reports have been submitted, discrepancies corrected, and corrective work approved.
- D. Set systems, subsystems, and equipment into operating mode to be tested (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).
- E. Inspect and verify the position of each device and interlock identified on checklists.
- F. Testing Instrumentation: Install measuring instruments and logging devices to record test data as directed by the Engineer.

#### 3.2 TESTING AND BALANCING VERIFICATION

- A. Prior to performance of testing and balancing Work, provide copies of reports, sample forms, checklists, and certificates to the Engineer.
- B. Notify the Engineer at least 10 days in advance of testing and balancing Work, and provide access for the Engineer to witness testing and balancing Work.

- C. Provide technicians, instrumentation, and tools to verify testing and balancing of HVAC systems at the direction of the Engineer.
  - 1. The Engineer will notify testing and balancing Contractor 10 days in advance of the date of field verification. Notice will not include data points to be verified.
  - 2. The testing and balancing Contractor shall use the same instruments (by model and serial number) that were used when original data were collected.
  - 3. Failure of an item includes, other than sound, a deviation of more than 10 percent. Failure of more than 10 percent of selected items shall result in rejection of final testing, adjusting, and balancing report.
  - 4. Remedy the deficiency and notify the Engineer so verification of failed portions can be performed.

### 3.3 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the Engineer.
- B. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- C. The Engineer along with the HVAC Contractor, testing and balancing Contractor, and HVAC Instrumentation and Control Contractor shall prepare detailed testing plans, procedures, and checklists for HVAC systems, subsystems, and equipment.
- D. Tests will be performed using design conditions whenever possible.
- E. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the Engineer and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
- F. The Engineer may direct that set points be altered when simulating conditions is not practical.
- G. The Engineer may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- H. If tests cannot be completed because of a deficiency outside the scope of the HVAC system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.
- I. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

### 3.4 HVAC SYSTEMS, SUBSYSTEMS, AND EQUIPMENT TESTING PROCEDURES

- A. Assist the Engineer with preparation of testing plans.

### 3.5 FUNCTIONAL PERFORMANCE TESTS (FPT) PROCEDURES

- A. The FPT procedures at the minimum shall consist of the following sections:
  - 1. Narrative Description:
    - a. This section provides a narrative description of the design intents of the systems and their intended modes of sequences of operation.
  - 2. Testing Prerequisites:
    - a. This section contains verification that primary mechanical, electrical, and controls systems that support or interact with the system that the FPT is prepared against are completed, tested and operational.
  - 3. Installation Verification:
    - a. This section contains verification that the system installation is completed and is ready for commissioning.
  - 4. Commencement of Functional Performance Testing:
    - a. This section records the date and time of the start of system commissioning.
  - 5. System Condition Prior to Starting Performance Testing:
    - a. This section records the current set points and parameters of the system at the start of commissioning.
  - 6. Functional Performance Test:
    - a. This section shall provide the following:
      - 1) Sequential steps required to set parameters and conditions required to test component and functions throughout intended ranges of operation.
      - 2) Full range of checks and tests carried out to determine if electric and pneumatic connections, components, subsystems, systems and interfaces between systems function in accordance with the contract documents and design intents.
      - 3) All modes and sequences of control operations, interlocks and conditional control responses and specified responses to abnormal emergency conditions.

7. End of Functional Performance Test:
  - a. This section records the date and time of the end of system commissioning.
8. Field Notes:
  - a. This section records notes or remarks during system commissioning.
9. List systems modifications, not required by the Contract Documents, but provided by the Subcontractor. List other questions regarding such system modifications.
10. List problems discovered during commissioning that were corrected.
11. List problems discovered during commissioning that were not corrected.
12. List recommended party that should take action on these problems.

END OF SECTION 239995

## **SECTION 260160 - BASIC ELECTRICAL REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.1 DESCRIPTION**

- A. Drawings and general provisions of the Contract, including General and Supplementary condition and General Requirements, and Division 01 specifications apply to the work specified in specifications of Division 26.
- B. This section includes general administrative and procedural requirements for electrical installations. The administrative and procedural requirements such as Submittal, Operating and Maintenance Manuals, Handling and storage of equipment, etc. are included in this section to expand the requirements specified in Division 01.

#### **1.2 SCOPE**

- A. The work of all sections of Division 26 includes furnishing and installing the material, equipment and systems complete as specified therein and indicated on drawings. The electrical installation when finished shall be complete and coordinated, whole and ready for satisfactory use.
- B. Specifications are intended to include everything necessary for a first class installation. If mention has been omitted herein of any items of the work or materials usually furnished for, or necessary, for the complete installation of electrical work or if there are conflicting points in the specifications and/or drawings, the attention of the Owner or their representative should be called to such items in sufficient time for a formal addendum to be issued. Any and all conflicting points in the specifications and/or drawings which are not questioned by the Contractor and clarified by a formal addendum prior to opening of bids shall be subject to the interpretation of the Owner or their designated representative after award of the contract and his/her interpretation shall be binding upon the Contractor.
- C. All materials and equipment shall be installed and completed in a first-class and workmanlike manner and in accordance with the best modern methods and practices. Any materials installed which do not present an orderly and reasonably neat or workmanlike appearance, or are not installed in accordance with these specifications, or the contract drawings, shall be removed and replaced when so directed in writing by the Owner or their designated representative at the Contractor's expense.
- D. Should the Contractor discover any discrepancies between actual conditions and those indicated pertaining to the existing work which may prevent following good practice or the intent of the drawings and specifications, the Contractor shall notify the construction manager and shall not proceed with the work until instructions have been received from the Owner or their designated representative.
- E. The Contractor shall furnish and install all labor, materials, equipment, tools, and services necessary for and reasonably incidental to furnishing and completing the



installation of all electrical work, including the installation of conduits, wires, boxes, devices, equipment, etc. as shown on the contract drawings and/or called for in the specifications, and deliver it to the Owner in proper working condition.

- F. It is intended that the specifications and drawings include everything requisite and necessary to complete the entire work properly, notwithstanding the fact that every item involved may not be specifically mentioned.
- G. The specifications outlines, in general manner, the work required to be performed by the Contractor. The Contractor is responsible for work which may be reasonably interpreted from the specifications and/or drawings as necessary for a complete installation ready for service. The words "install" and/or "installation" shall be interpreted as the inclusion of the following work:
  - 1. Setting, plumbing, aligning, and anchoring of equipment on foundations.
  - 2. Placing all mounting bolts, base channels, cable clamps and supports.
  - 3. Mounting and connecting of electrical items shipped separately and removing and replacing equipment parts to facilitate handling.
  - 4. Making internal connections on equipment which were omitted for shipment. Provision of jumpers and local temporary interconnections that may not be listed in the cable tabulations at no additional cost to the Owner.
  - 5. Cleaning and checking of electrical equipment and connections.
  - 6. Repair to damaged surfaces and equipment shall be made to the satisfaction of the construction manager at no additional cost to the Owner.
- H. The Contractor shall protect work in progress from physical damage and against the intrusion of dirt. The work area shall be kept clear of debris to prevent interference with other operations. The Contractor will be solely responsible for all refuse, debris, and trash attributable to this work. Removal shall be in accordance with all applicable ordinances and the Contractor shall pay any and all fees associated with the disposal of rubbish.

### 1.3 RESPONSIBILITY

- A. The General Contractor shall be responsible for all work included in Division 26 and the delegation of work to subcontractors shall not relieve him of his responsibility. The term "contractor" is used throughout this Division and shall mean the General Contractor, although the actual performance of the work may be by a Subcontractor.
- B. The Contractor shall carefully examine all plans, specifications, and documents. After careful examination of all documents, the Contractor shall visit the construction site and thoroughly acquaint himself with the conditions under which the work will be executed. Lack of knowledge and the items which could have been discovered or detected at the time of field visit will not be considered acceptable for extra work compensation.

### 1.4 REFERENCES AND DEFINITIONS

- A. The following are definitions of the terms and expressions used in Division 26 Sections:
  - Construction Manager:
  - Owner's designated representative

Provide:	"furnish and install"
Directed:	"directed by the Engineer or Owner"
Indicated:	"Indicated in contract drawings"
Concealed:	"hidden from normal sight; includes items in shafts, duct spaces (chases), and above ceilings."
Exposed:	"not concealed"

- B. Listed: Equipment or device is listed of a kind mentioned which:
1. Is published by a nationally recognized laboratory which makes periodic inspections of production of such equipment.
  2. States that such equipment meets nationally recognized standards or has been tested and found safe for use in a specified manner.
- C. Labeled: Equipment or device is labeled when:
1. It embodies a valid label, symbol, or other identifying mark of a nationally recognized testing laboratory such as Underwriters Laboratories, Inc.
  2. The laboratory makes periodic inspections of the production of such equipment.
  3. The labeling indicates compliance with nationally recognized standards or tests to determine the safe use in a specified manner.
- D. Certified: Equipment or product is certified which:
1. Has been tested and found by a nationally recognized testing laboratory to meet nationally recognized standards or to be safe for use in a specified manner.
  2. Production of equipment or product is periodically inspected by a nationally recognized testing laboratory.
  3. Bears a label, tag or other record of certification.
- E. Nationally recognized testing laboratory: Is a company, which is approved, in accordance with OSHA regulations, by the Secretary of Labor, Federal Government.

## 1.5 CODES, REGULATIONS AND PERMITS

- A. Give all necessary notices and obtain all required permits. Pay all fees and other costs, including utility connections in connection with the work. File all necessary plans, prepare all documents and obtain all necessary permits and approvals from all governmental agencies having jurisdiction. Obtain all required certificates of inspection and deliver same to the construction manager before request for acceptance and payment for the work.
- B. All materials furnished, and all work installed, shall comply with the latest editions in effect at the time and date of invitation of bids, of codes, standards, rules and regulations and recommendations of the bodies, such as:
1. American National Standards Institute (ANSI)
  2. American Society of Testing and Materials (ASTM)
  3. Insulated Cable Engineer Association (ICEA)
  4. National Electrical Code (NEC) – 2011 Edition
  5. National Electrical Manufacturers Association (NEMA)
  6. National Fire Protection Association (NFPA)
  7. Occupational Safety and Health Agency (OSHA)
  8. Underwriters Laboratories, Inc. (UL)

- 9. National Electrical Safety Code (NESC)
- 10. Institute of Electrical and Electronics Engineers (IEEE)
- 11. International Building Code (IBC)
- 12. American Disability Act (ADA)

- C. Drawings and specifications shall govern in those instances, where the requirements indicated on the construction documents are greater than the requirements required by applicable codes and other standards, rules and regulations.

#### 1.6 SUBMITTALS

- A. See other sections.

#### 1.7 WARRANTY

- A. All material and equipment provided under this division shall be free from defects in workmanship and materials for a period of two years after date of certification of completion and acceptance of work. All defects in workmanship, materials, or performance which appear within the guarantee period shall be corrected by the Contractor on notice from the Owner or their designated representative, without cost to the Owner. In default thereof, Owner may have such work done by others and charge the cost of same to the Contractor.

#### 1.8 SITE VISIT

- A. Prior to preparing the bid, the Contractor shall visit the site and familiarize himself with existing conditions, make necessary investigations as to locations of existing equipment, utilities, etc. and all other matters which can affect work under the contract. No additional compensation will be paid to the Contractor as a result of his failure to completely familiarize himself with the existing conditions (under which the work must be performed), which could have been discovered at the site visit.

#### 1.9 DRAWINGS

- A. The drawings are diagrammatic and are intended to indicate general arrangement and manner of connections. They are not intended to show all details of construction or exact locations of the work. The exact final location of all electrical items shall be approved by the Engineer and Owner before installation.
- B. The Contractor shall carefully examine all contract documents and shall be responsible for the proper fitting of all materials and equipment.
- C. Although the location of materials and equipment may be shown on the drawings in a certain place, the construction may develop conditions that render this location inaccessible or impractical. The Contractor shall call the condition to the attention of the Owner or their designated representative for his direction, before fabricating and installing the work. When requested by the Owner or their designated representative, a detailed drawing of the proposed departure due to field conditions or their causes shall be submitted by the Contractor for approval. The Owner, or

their designated representative, shall make all final written decisions as to the conditions which require the changing of any work.

- D. A reasonable shifting in the locations of outlets and/or equipment before installation is expected and shall be done at no increased cost to the Owner.
- E. It is the intention and requirement of the specification that proper service be provided to and for all pieces of equipment requiring the same. As far as possible, the proper service to each piece of equipment has been indicated on the plans. The Contractor shall verify the service requirements of all pieces of equipment before making final provisions. Shop drawings shall be obtained for check before installation. The Contractor shall also check the exact point of connection so that service for each piece of equipment may be brought to the proper location.

#### 1.10 TEMPORARY POWER FOR CONSTRUCTION AND LIGHT

- A. The Contractor shall provide temporary power for construction and power (If and where needed). All costs associated with temporary power, such as permits, fees, etc. shall be paid by Contractor. Temporary wiring shall be maintained by Contractor in a safe operating condition for all areas where work is in progress.
- B. All temporary work shall be in accordance with the latest OSHA, State of Maryland and local authorities having jurisdiction safety requirements and shall be completely removed upon completion of the project.
- C. Permanent building power wiring and equipment can be used as temporary power for construction power and light, with the written approval from University.

#### 1.11 ELECTRICAL SYMBOLS

- A. Electrical equipment indicated on plans by symbols shall be taken to mean a complete installed device, including all items as may be required by the NEC or any other code or standard referenced and made a part of herein.

### PART 2 GENERAL

#### 2.1 RELATED DOCUMENTS

- A. All electrical materials and equipment shall be new, shall carry a UL label when such material, equipment, and/or systems are of a type or class listed by UL and shall be suitable for the conditions and duties imposed on them. If a UL label is not available from the manufacturer when requested by owner and/or required by authorities having jurisdiction, then the equipment shall be tested by an approved electrical testing company in accordance with NEC, at no additional charge to the Owner. Submit data indicating compliance with standards prior to installation. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the specifications.
- B. All component parts of each item of equipment or device shall bear the manufacturer's name plate, giving name of manufacturer, description, size, type, serial or model number, electrical characteristics, etc. in order to facilitate

maintenance or replacement. The nameplate of a subcontractor or distributor shall not be acceptable.

- C. In specifying materials, three general procedures are used. The three classifications are as follows:
1. Group 1: When the material or equipment is specified by name or other identifying information and one name brand only is used, it is considered that the use of that particular item is essential to the project and the Contractor shall base his proposal on the cost of that item. Where any item of material or equipment is specified by proprietary name, trade name or manufacturer, it is understood that the item named, is intended to be used.
  2. Group 2: When the material or equipment is specified with the phrase "or approved equal." after a brand name and other identifying information, it is intended that the brand name used is for the purpose of establishing a minimum acceptable standard of quality and performance and the Contractor may base his bid proposal on any item which is in all respects equal or better to that specified and presents essentially the same appearance, size, operation, performance, and will fit in the available space.
  3. Group 3: When material is specified as complying with the requirements of published "Standard Specification" of trade associations, ANSI, ASTM, government specifications, etc. the Contractor shall base his proposal on any item which can be shown to comply in all respects with the referred "Standard Specification".
- D. It is distinctly understood:
1. that the Owner or their designated representative will use his own judgement in determining whether or not any materials, equipment or methods offered for approval as an equal are equal to those specified and will fit the space available.
  2. that the decision of the architect/engineer on all such question of equality is final
  3. all acceptable material, equipment or methods will be provided at no increase in cost to the Owner
- E. Upon receipt of written notice from the Owner or their designated representative that the material, equipment or methods have been reviewed and accepted (no exceptions taken or comments as noted), the Contractor may proceed with the accepted equal material, equipment or methods, providing the Contractor assumes full responsibility for and performs any change or adjustment in construction, such as clearances in accordance with NEC, Article 110 and/or as recommended by equipment manufacturer, that may be required by the use of such materials, equipment or methods, including services provided under other divisions at the Contractor's expense.
- F. In the event of adverse decisions by the Owner of their designated representative, no claim of any sort shall be made or allowed against the Architect or the Engineer or the Owner.

## 2.2 INSTALLATION

- A. General: Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:

1. Coordinate electrical systems, equipment, and materials installation with other building components.
2. Verify all dimensions by field measurements.
3. Arrange for concrete pads, chases, slots, and openings in other building components during progress of construction, to allow for electrical installations.
4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.
5. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building.
6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
7. Coordinate connection of electrical systems with exterior underground services. Comply with requirements of governing regulations, utility companies, and controlling agencies. Provide required connection for each service.
8. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements refer conflict to the Engineer and Owner.
9. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
10. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
11. Install access panel or doors where units are concealed behind finished surfaces.
12. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.

## 2.3 EQUIPMENT SUPPORTS, FOUNDATIONS AND STANDS

- A. The Contractor shall provide all supports, foundations and stands required for the electrical equipment and shall provide, align and set all necessary anchor bolts.
- B. Where equipment is indicated or specified to be floor mounted stands shall be constructed of structural steel sections (or steel pipe and fittings braced and fastened with flanges) bolted to the floor.
- C. Concrete pads shall be not less than four inches high unless otherwise indicated on drawings and shall extend minimum four (4) to six (6) inches beyond the equipment base on all sides. Exposed edges and corners shall be chamfered and exposed surfaces shall be finished smooth.
- D. All conduit penetrations through floor slabs or other fire rated walls shall be complete with fire seals as manufactured by OZ Gedney "Fire Stop" or equal UL approved.

## 2.4 NAMEPLATES AND LABELS

- A. All panelboards, disconnect switches, starters, VFDs, unit enclosed circuit breakers, control equipment, and instrumentation, etc. shall be provided with engraved laminated black and white phenolic nameplates with beveled trim. Data and installation shall be approved by Owner or his designated representative. Nameplate lettering shall be minimum 1/8" high etched letters. All nameplates shall be fastened with screws without altering the NEMA classification of the enclosure.
- B. All wiring in junction boxes, pull boxes, etc shall be identified as to point of origin and termination. Tagging of such circuits shall be permanent. Paper or tape tags are not acceptable.

## PART 3 EXECUTION

### 3.1 COORDINATION OF WORK

- A. The Contractor shall have a competent foreman on the premises at all times to check, layout, and superintend the installation of the work shown on the drawings and described in these specifications. He shall provide information regarding location and sizes of chases and openings and shall be responsible for the accuracy of such information. The foreman at site shall supervise and layout the installation of all hangers, inserts, sleeves and other work in masonry and concrete in advance of and during construction, giving consideration to the work of other trades to prevent interference in the location of other equipment.
- B. Exact locations of electrical equipment, underground raceway conduits, panels, starters, disconnect switches, etc. and other electrical work shall be coordinated with all other trades and there will be no interference between the trades. Where conflicts result, they shall be resolved by the Contractor to the satisfaction of the Owner or their designated representative at no expense to the Owner.

### 3.2 WORKMANSHIP

- A. Workmanship shall be of the highest quality obtainable in the trade working with the materials specified. Workmanship shall be satisfactory to the Owner or his designated representative and his decision as to acceptable quality is final.
- B. All work shall be performed by skilled electricians and mechanics in the trades involved.

### 3.3 OVERTIME

- A. Any work required to be performed at other than normal working hours (nights, holidays, weekends, etc.) shall be taken into consideration by the Contractor when computing the bids. Extra compensation shall not be allowed to the Contractor for any work performed at other than normal working hours.

### 3.4 HANDLING AND STORAGE OF MATERIALS

- A. Paper and suitable tools, equipment and appliances for the safe and convenient handling and placing of all materials and equipment shall be used. During loading, unloading, and placing, care shall be taken in handling the equipment or materials, so that no equipment or materials are damaged.
- B. All electrical material and equipment delivered to the job site shall be under roof or other approved covering, on pedestals above ground. All enclosures for equipment shall be weatherproof.
- C. The Contractor shall be held accountable for all material and equipment received by him as evidenced by the list prepared by the Contractor and in the event of loss or disappearance of or damage to any such material or equipment, the Contractor shall replace such items without additional cost to the Owner.
- D. Storing and maintaining materials and equipment after receipt until the completed installation is accepted by the Owner. Such storage and maintenance shall be in accordance with the manufacturer's recommendations and the requirements of these specifications. The Contractor shall be accountable for any deterioration of materials or equipment occasioned by improper storage or maintenance and shall recondition, repair, or replace any such deteriorated materials or equipment without additional cost to the Owner.
  - 1. Electrical conduit shall be stored so as to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sun rays or excessive heat.
  - 2. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather.
- E. Materials and equipment which are found to be defective or damaged as a result of improper handling and or storage, shall be subject to removal, at the direction of the Owner or his designated representative and replaced with new materials and equipment with no additional cost to the Owner.

### 3.5 EQUIPMENT CONNECTIONS

- A. All equipment requiring electrical service shall be installed and connected in accordance with the latest codes, contract documents, the best engineering practices and in accordance with manufacturer's recommendations.
- B. Equipment connections indicated on drawings shall be considered diagrammatic. The actual connections shall be made to best suit the requirements of each case and to minimize the space used.
- C. All conduits, outlets, wiring and all necessary fittings or accessories for connections to all electrical equipment shall be provided. All equipment ratings shown on the drawings are for the specified equipment. Should equipment of different ratings be furnished, all circuit components shall be adjusted accordingly, at the Contractor's expense, after approval by the Owner or his designed representative. The Contractor shall be responsible for confirming the proper size and location of each equipment connection before fabrication and installation of work.



### 3.6 WATERPROOFING

- A. All waterproofing and damp-proofing of the building shall be held unharmed by the installation of work under this division. Wherever any of the work or conduits under this division penetrate waterproofing and damp-proofing, including outside walls, such penetrations shall be made only when approved by the Owner or their designated representative and the pierced surface shall be made watertight. Any waterproofing damaged or destroyed shall be replaced at the Contractor's expense.

### 3.7 CUTTING, PATCHING AND PAINTING

- A. All cutting, patching and painting necessary for the installation of the electrical work shall be done under Division 02. Any damage done to work already in place shall be redone at the Contractor's expense. Patching shall be uniform in appearance and shall match surrounding surfaces. Painting, wherever required, shall match existing paint.
- B. All exposed equipment, including conduit installed under this Division, shall be cleaned and left in a condition ready for painting. All items not provided with a corrosion-resistant finish shall be painted. Unless otherwise directed by owner, all electrical panels, control equipment, and supporting framework, except as indicated otherwise, shall have a light gray enamel finish which may be the manufacturer's standard gray, if acceptable to Owner. Where the finish becomes scratched or marred, it shall be touched up or repainted to match the original finish as directed by the construction manager. Particular caution shall be exercised so as not to obscure the nameplate.

### 3.8 SLEEVES AND PLATES

- A. Sleeves shall be provided by the Contractor for the installation of conduit, etc. The sleeves shall be carefully located in advance of the construction of walls and floors where new construction is involved. Provide all cutting and patching necessary to set sleeves which are not placed prior to construction.
- B. Sleeves shall be provided for all conduit, etc. passing through concrete, masonry, construction. Caulk the annular space of sleeves with an elastic fire resistant caulking compound to make installation fire, air and watertight.
- C. Fasten sleeves securely in the construction so that they will not become displaced when concrete is poured or when other construction is built around them. Take precautions to prevent concrete, plaster, or other materials being forced into space between conduits, etc. and sleeve during construction.
- D. At all sleeves where objectionable noise can be transmitted, at smoke barriers, at walls above ceilings that extend to underside of the structure of floor above, or at fire rated separations, seal all openings between conduit, etc. and corresponding sleeves to prevent sound transmission and to maintain fire rating. Use UL approved resilient sealant for penetration seals. Submit method of sealing for approval. Where watertight sleeves are indicated or required to suite the installation, provide Link Seal rubber seals as manufactured by Thunderline Corporation, between pipe and sleeves.

- E. Where conduit motion due to expansion and contraction will occur, make sleeves of sufficient diameter to permit free movement of conduit. Check construction to determine proper length for various locations; make actual lengths to suite conditions.

### 3.9 GROUNDING

- A. The entire electrical installation shall be grounded in accordance with Article 250 of the National Electrical Code, National Electrical Safety Code, IEEE recommendations, and Underwriters Laboratories, Inc., latest editions.

### 3.10 TESTING AND INSPECTIONS

- A. Low Voltage Testing (600 Volt Or Less)
  - 1. Upon completion of the work, the contractor shall in the presence of the owner and engineer, operate, test, adjust, and retest if necessary, the complete electrical systems. All systems shall function fully and complete as intended in design, and are ready to be occupied.
  - 2. The contractor shall furnish all labor, materials, supplies, equipment, instruments, and power necessary for measurements, testing and settings as required. The measurement, testing and setting shall demonstrate:
    - a. That all the lighting, power, and control circuits are continuous and free from short circuits and other defects.
    - b. That all the circuits are free from unspecified grounds
    - c. That all circuits and equipment are properly connected in accordance with applicable wiring diagrams and are operable by demonstrating the functioning of each control device not less than ten (10) times and by continuous operation of each circuit for not less than one half hour.
    - d. Any other testing required under other section of Division 26 work.
    - e. Make tests of each motor provided under Mechanical Division to measure the actual service parameters while the motor is operating at design duty conditions, including steady state full load amperes (FLA), voltage and power factor.
    - f. Results of the above tests shall show the all the equipment and wiring meets the requirements of these specifications before being accepted by the engineer and owner. Should any of the above tests indicate defects in materials or workmanship, the faculty installation shall be repaired or replaced at once and the tests be re-conducted at contractor's expense.
    - g. Operational Tests: the contractor shall note that certain other sections of these specifications require tests of the operation of various items of equipment. He shall familiarize himself with these requirements and where electrical controls are involved, in any of these tests, he shall furnish any services or materials required to make any electrical performance tests required.
  - 3. All defects shall be repaired at once and tests re-conducted at contractor's expense.
  - 4. For the purpose of these tests, normal and emergency conditions may be simulated during these tests if approved by the Engineer. The services of the manufacturer's factory trained service engineer shall be provided to inspect the installation of all equipment furnished under this division to assure that is installed in accordance with the manufacturer's instructions, assist with start up

and instruct operating personnel in the operation and maintenance of the equipment.

B. Inspection

1. All phases of the work shall be inspected by a testing/inspection agency (Third party inspection), as specified in each section of the specifications.
2. An electrical certificate from the County inspection agency must be submitted to the owner prior to or with the final payment invoice. The electrical sub-contractor shall file with county permit department and pay all fees associated with such filing, at the start of construction so that adequate rough-in inspections can be made during the course of work.
3. Submit all inspection reports within 7 days from the inspection, specifically for all feeder installations, all panelboards, starters etc.

3.11 FIELD QUALITY CONTROL

A. Perform indicated tests to demonstrate workmanship, operation, and performance.

1. Conduct tests in presence of Owner or his Representative and, if required, inspectors of agencies having jurisdiction.
2. Arrange date of tests in advance with Owner, manufacturer and installer.
3. Give all inspectors minimum of one week notice.
4. Furnish all labor and materials required for period of test.

B. Repair or replace equipment and systems found inoperative or defective and retest.

1. If equipment or system fails retest, replace it with products which conform with Contract Documents.
2. Continue remedial measures and retests until satisfactory results are obtained.

C. Test equipment and systems as indicated for each item, unless otherwise recommended by manufacturer.

D. Coordinate work of this section with work of other sections to insure timely delivery and installation of work.

3.12 ADJUST AND CLEAN (SEE DIVISION 01)

A. Inspect all equipment and put in good working order. Clean all exposed and concealed items.

END OF SECTION 260160

## **SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Electrical equipment coordination and installation.
  - 2. Sleeves for raceways and cables.
  - 3. Sleeve seals.
  - 4. Common electrical installation requirements.

#### **1.3 DEFINITIONS**

- A. ATS: Acceptance Testing Specifications.
- B. EPDM: Ethylene-propylene-diene monomer rubber.
- C. NBR: Acrylonitrile-butadiene rubber.

#### **1.4 SUBMITTALS**

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

#### **1.5 QUALITY ASSURANCE**

- A. Test Equipment Suitability and Calibration: Comply with NETA ATS, "Suitability of Test Equipment" and "Test Instrument Calibration."

#### **1.6 COORDINATION**

- A. Coordinate arrangement, mounting, and support of electrical equipment:
  - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
  - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
  - 3. To allow right of way for piping and conduit installed at required slope.
  - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
  - 5. Design sufficient access and working space for repair and maintenance about all electrical equipment to permit ready and safe operation and maintenance of such equipment, as per OSHA 29 CFR 1910 Subpart D and 1910.303(g).

- B. Coordinate installation of required supporting devices and set sleeves in the existing cast-in-place concrete, masonry walls, and other existing structural components.
- C. Coordinate electrical testing of electrical, mechanical, and architectural items, so equipment and systems that are functionally interdependent are tested to demonstrate successful interoperability.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

### 2.2 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Section 078413 "Penetration Firestopping."

### 2.3 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
  - 1. Manufacturers:
    - a. Advance Products & Systems, Inc.
    - b. Calpico, Inc.
    - c. Metraflex Co.
    - d. Pipeline Seal and Insulator, Inc.
  - 2. Sealing Elements: EPDM or NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
  - 3. Pressure Plates: Stainless steel. Include two for each sealing element.
  - 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

## PART 3 EXECUTION

### 3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to raceways and piping systems installed at a required slope.

### 3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, etc. penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Coordinate sleeve selection and application with selection and application of firestopping specified in Section 078413 "Penetration Firestopping."
- C. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used.
- D. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- E. Rectangular Sleeve Minimum Metal Thickness:
  - 1. For sleeve cross-section rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
  - 2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.
- F. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- G. Cut sleeves to length for mounting flush with both surfaces of walls.
- H. Extend sleeves installed in floors 2 inches above finished floor level.
- I. Size pipe and sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed

- J. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- K. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Refer to Section 079200 "Joint Sealants" for materials and installation.
- L. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with Section 078413 "Penetration Firestopping."
- M. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

### 3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use 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.

### 3.4 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Section 078413 "Penetration Firestopping."

### 3.5 FIELD QUALITY CONTROL

- A. Inspect installed sleeve and sleeve-seal installations and associated firestopping for damage and faulty work.

END OF SECTION 260500

## **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 and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

#### **1.3 DEFINITIONS**

- A. EPDM: Ethylene-propylene-diene monomer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency.
- C. Field quality-control test reports: From a qualified testing and inspection agency engaged by the contractor.

#### **1.5 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
  - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to Owner, and marked for intended use.
- C. Comply with NFPA 70.



## PART 2 PRODUCTS

### 2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Southwire Company
  - 2. General Cable Corporation.
- B. Copper Conductors: Comply with NEMA WC 70. Aluminum conductors are not acceptable.
- C. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN rated at 90 degrees C.

### 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. Hubbell Power Systems, Inc.
  - 3. O-Z/Gedney; EGS Electrical Group LLC.
  - 4. 3M; Electrical Products Division.
  - 5. Tyco Electronics Corp.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

## 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.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN-THWN, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway.
- C. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN, single conductors in raceway.

- D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
- E. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- F. Class 2 Control Circuits: Type THHN-THWN, in raceway.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. All wiring will be provided in the exposed raceways, unless otherwise indicated.
- B. 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.
- C. Use pulling means including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.
- D. Install exposed raceways with cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- G. No MC Cables allowed for this project.

### 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 and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors. No aluminum allowed.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

### 3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Refer to Section 260500.

### 3.6 SLEEVE-SEAL INSTALLATION

- A. Refer to Section 260500.

### 3.7 FIRESTOPPING

- A. Refer to Section 078413 "Penetration Firestopping."

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor to engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections and prepare test reports.
- C. Tests and Inspections:
  - 1. After installing conductors and cables and before 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.
- D. Test Reports: Prepare a written report to record the following:
  - 1. Test procedures used.
  - 2. Test results that comply with requirements.
  - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 260519

## **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 and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes methods and materials for grounding systems and equipment.

#### **1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control test reports.

#### **1.4 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
  - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association to supervise on-site testing specified in Part 3.
- B. 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.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

### **PART 2 PRODUCTS**

#### **2.1 CONDUCTORS**

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.

4. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
  5. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Grounding Bus: Rectangular bars of annealed copper, 1/4 by 2 inches (6 by 50 mm) cross section, unless otherwise indicated; with insulators

## 2.2 CONNECTORS

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type, with at least two bolts.

Pipe Connectors: Clamp type, sized for pipe.

## 2.3 GROUNDING ELECTRODES

- A. Grounding rods shall be copper-clad steel, 3/4 inch in diameter by 10 feet long

## 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. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- C. 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. Ground Rod Connections: Install exothermic weld connection.
  4. Connections to Ground Rods at Test Wells: Bolted connectors.
  5. Connections to Structural Steel: Welded connectors.

### 3.2 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. Lighting circuits.
  - 3. Receptacle circuits.
  - 4. Single-phase motor and appliance branch circuits.
  - 5. Three-phase motor and appliance branch circuits.
  - 6. Flexible raceway runs.
- C. Signal and Communication Equipment: For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.

### 3.3 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. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.

### 3.4 LABELING

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for instruction signs. The label or its text shall be green.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing and inspecting agency to perform the following field tests and inspections and prepare test reports.
- B. Perform the following tests and inspections and prepare test reports:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
- C. Test completed grounding system at each location where a maximum ground-resistance level is specified. Report measured ground resistances that exceed the following values:
  - 1. Power and Lighting Equipment or System: 5 ohms.
- D. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Owner and Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

THIS PAGE LEFT BLANK

## **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 and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

#### **1.3 DEFINITIONS**

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. 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 SUBMITTALS**

- A. Product Data: For the following:
  - 1. Steel slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
  - 1. Trapeze hangers. Include Product Data for components.
  - 2. Steel slotted channel systems. Include Product Data for components.
  - 3. Equipment supports.



## 1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

## 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. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit.
    - b. Cooper B-Line, Inc.; a division of Cooper Industries.
    - c. ERICO International Corporation.
    - d. GS Metals Corp.
    - e. Thomas & Betts Corporation.
    - f. Unistrut; Tyco International, Ltd.
    - g. Wesanco, Inc.
  - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  - 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
  - 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  - 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- 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.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and 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.

## 2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 05 for steel shapes and plates.

## 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 (6 mm) in diameter.

- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated from slotted steel support system, sized to enable capacity to be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

### 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 (90 kg).
- 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. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
  - 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. Comply with installation requirements in Division 05 for site-fabricated metal supports.

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

### 3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Anchor equipment to concrete base.
  - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

### 3.5 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 (0.05 mm).
- B. Touchup: Comply with requirements in Division 09 for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

THIS PAGE LEFT BLANK

## **SECTION 260533 - RACEWAY 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 and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

#### **1.3 DEFINITIONS**

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. IMC: Intermediate metal conduit.
- D. LFMC: Liquid-tight flexible metal conduit.
- E. RNC: Rigid nonmetallic conduit.
- F. GRS: Galvanized rigid steel

#### **1.4 SUBMITTALS**

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Custom enclosures and cabinets.
- C. Source quality-control test reports.

#### **1.5 QUALITY ASSURANCE**

- A. 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.
- B. Comply with NFPA 70.

## PART 2 PRODUCTS

### 2.1 METAL CONDUIT AND TUBING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Alflec Inc.
  - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
  - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
  - 5. Electri-Flex Co.
  - 6. O-Z Gedney; a unit of General Signal.
  - 7. Wheatland Tube Company.
- B. Galvanized Rigid Steel Conduit: ANSI C80.1.
- C. IMC: ANSI C80.6.
- D. EMT: ANSI C80.3.
- E. FMC: Zinc-coated steel.
- F. LFMC: Flexible steel conduit with PVC jacket.
- G. Fittings for Conduit (Including all Types and Flexible and Liquid-tight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
  - 1. Fittings for EMT: Compression type. Screw type not accepted.
- H. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

### 2.2 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
  - 2. EGS/Appleton Electric.
  - 3. Erickson Electrical Equipment Company.
  - 4. Hoffman.
  - 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
  - 6. RACO; a Hubbell Company.
  - 7. Thomas & Betts Corporation.
  - 8. Walker Systems, Inc.; Wiremold Company (The).
  - 9. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.
- F. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
  - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
- G. Cabinets:
  - 1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
  - 2. Hinged door in front cover with flush latch and concealed hinge.
  - 3. Key latch to match panelboards.
  - 4. Metal barriers to separate wiring of different systems and voltage.
  - 5. Accessory feet where required for freestanding equipment.

### PART 3 EXECUTION

#### 3.1 RACEWAY APPLICATION

- A. Comply with the following indoor applications, unless otherwise indicated:
  - 1. All raceways concealed above ceilings or in walls shall be EMT.
  - 2. Exposed (used and located only 8 feet above finished floor) and not Subject to Physical Damage: EMT.
  - 3. Exposed other than mechanical rooms (used and located within 8 feet above finished floor) and Subject to Severe Physical Damage: IMC
    - a. Mechanical rooms: EMT may be used in the mechanical rooms when located 8 feet above floor level provided that is not subject to physical damage such as near operable valve handles etc. In such cases where the raceways are subject to physical damage even above 8 feet above finished floor, such raceways shall be galvanized rigid steel raceways. All raceways within 8 feet shall be rigid steel conduits.
  - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
  - 5. Damp or Wet Locations and all outdoor locations: Galvanized Rigid steel conduit.
  - 6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.
- B. Minimum Raceway Size: 3/4-inch (21-mm) trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
- D. Do not install aluminum conduits. Aluminum raceways are not acceptable.



### 3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches (150 mm) 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. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- F. 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.
- G. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- H. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.
- I. Install raceway sealing fittings at suitable, approved, and accessible locations 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 at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where otherwise required by NFPA 70.
- J. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
  - 1. Use LFMC in damp or wet locations subject to severe physical damage.
  - 2. Use LFMC damp or wet locations not subject to severe physical damage.
- K. 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.

### 3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Refer to Section 260500.

### 3.4 FIRESTOPPING

- A. Refer to Section 078413 "Penetration Firestopping."

### 3.5 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

END OF SECTION 260533

THIS PAGE LEFT BLANK

## **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 and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Identification for raceway and metal-clad cable.
  - 2. Identification for conductors and communication and control cable.
  - 3. Warning labels and signs.
  - 4. Instruction signs.
  - 5. Equipment identification labels.
  - 6. Miscellaneous identification products.

#### **1.3 SUBMITTALS**

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.
- C. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.

#### **1.4 QUALITY ASSURANCE**

- A. Comply with ANSI A13.1 and ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.145.

#### **1.5 COORDINATION**

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, 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 RACEWAY AND METAL-CLAD 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 raceway and cable size.
- B. Color for Printed Legend:
  - 1. Power Circuits: Black letters on an orange field.
  - 2. Legend: Indicate system or service and voltage, if applicable.
- C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels: Slit, pre-tensioned, flexible, preprinted, color-coded acrylic sleeves, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Snap-Around, Color-Coding Bands: Slit, pre-tensioned, flexible, solid-colored acrylic sleeves, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

### 2.2 CONDUCTOR AND COMMUNICATION- AND CONTROL-CABLE IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- C. Aluminum Wraparound Marker Labels: Cut from 0.014-inch- (0.35-mm-) thick aluminum sheet, with stamped, embossed, or scribed legend, and fitted with tabs and matching slots for permanently securing around wire or cable jacket or around groups of conductors.
- D. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking nylon tie fastener.
- E. Write-On Tags: Polyester tag, 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and polyester or nylon 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: Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application. 1/4-inch (6.4-mm) grommets in corners for mounting. Nominal size, 7 by 10 inches (180 by 250 mm).
- D. Metal-Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application. 1/4-inch (6.4-mm) grommets in corners for mounting. Nominal size, 10 by 14 inches (250 by 360 mm).
- E. 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 (915 MM)."

## 2.4 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. in. (129 sq. cm) and 1/8 inch (3.2 mm) 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.

## 2.5 EQUIPMENT IDENTIFICATION LABELS

- A. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with black letters on a white background. Minimum letter height shall be 3/8 inch (10 mm).
- B. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. Black letters on a white background. Minimum letter height shall be 3/8 inch (10 mm).
- C. Stenciled Legend: In nonfading, waterproof black ink or paint. Minimum letter height shall be 1 inch (25 mm).

## 2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties.

1. Minimum Width: 3/16 inch (5 mm).
  2. Tensile Strength: 50 lb (22.6 kg), minimum.
  3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
  4. Color: Black, except where used for color-coding.
- B. Paint: Paint materials and application requirements are specified in Division 09 painting Sections.
1. Interior Ferrous Metal:
    - a. Semigloss Acrylic-Enamel Finish: Two finish coat(s) over a primer.
      - (1) Primer: Interior ferrous-metal primer.
      - (2) Finish Coats: Interior semigloss acrylic enamel.
  2. Interior Zinc-Coated Metal (except Raceways):
    - a. Semigloss Acrylic-Enamel Finish: Two finish coat(s) over a primer.
      - (1) Primer: Interior zinc-coated metal primer.
      - (2) Finish Coats: Interior semigloss acrylic enamel.
- C. 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 APPLICATION

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A: Identify with orange self-adhesive vinyl tape applied in bands.
- B. Accessible Raceways and Cables of Auxiliary Systems: Identify the following systems with color-coded, snap-around, color-coding bands:
1. Fire Alarm System: Red.
  2. Fire-Suppression Supervisory and Control System: Red and yellow.
  3. Mechanical and Electrical Supervisory System: Green and blue.
  4. Telecommunication System: Green and yellow.
  5. Control Wiring: Green and red.
- C. Power-Circuit Conductor Identification: For secondary conductors No. 1/0 AWG and larger in pull- and junction-boxes use color-coding conductor tape. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.
- D. Branch-Circuit Conductor Identification: Where there are conductors for more than three branch circuits in same junction or pull box, use color-coding conductor tape. Identify each ungrounded conductor according to source and circuit number.
- E. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source and circuit number.
- F. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, signal, sound, intercommunications, voice, and data connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and Operation and Maintenance Manual.
- G. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply self-adhesive warning labels with metal-backed, butyrate warning signs. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.
1. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following:
    - a. Controls with external control power connections.
  2. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.
- H. Instruction Signs:
1. Operating Instructions: 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.
- I. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, 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: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where 2 lines of text are required, use labels 2 inches (50 mm) high.
    - b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
  2. Equipment to Be Labeled for engraved laminated acrylic labels: Indicate the equipment name and circuit and/or feeder serving that equipment.
    - a. Panelboards, electrical cabinets, and enclosures.
    - b. Automatic Transfer Switches
    - c. Panelboards
    - d. Disconnect switches.
    - e. Enclosed circuit breakers.
    - f. Manual motor starters



- g. Three phase Motor starters.
- h. Variable frequency drives

### 3.2 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. Apply identification devices to surfaces that require finish after completing finish work.
- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach non-adhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.
- E. Color-Coding for Phase Identification, 600 V and Less: Use the colors listed below for ungrounded service, feeder, and branch-circuit conductors.
  - 1. Color shall be factory applied or, for sizes larger than No. 10 AWG
  - 2. Colors for Circuits:

208/120 volt circuits	480/277 volt circuits
a. Phase A: Black.	Brown
b. Phase B: Red.	Orange
c. Phase C: Blue.	Yellow
  - 3. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) 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.
- F. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- G. Painted Identification: Prepare surface and apply paint according to Division 09 painting Sections.

END OF SECTION 260553

## **SECTION 260810 - INSPECTIONS, TESTING AND START-UP**

### **PART 1 GENERAL**

#### **1.1 DESCRIPTION**

- A. The intent of the inspection, testing, and check-out work specified herein is to insure that all electrical workmanship and equipment, whether Owner furnished or Contractor furnished, is installed and performs in accordance with the Contract Documents, manufacturer's instructions and all applicable codes and requirements. Also, it is intended to insure the following:
1. Equipment has not been subjected to damage during shipment or installation.
  2. Equipment is in accordance with the specifications.
  3. A bench mark is established for routine maintenance and troubleshooting.
  4. Successful start-up without last minute interruptions and delays.
  5. Each system component is installed satisfactorily and will perform its function reliably throughout the life of the plant.
- B. Testing requirements in other sections of this Specification are intended to compliment and not supersede nor be superseded by this Section.

#### **1.2 RELATED SECTIONS**

- A. Division 26 - Electrical Specifications.

#### **1.3 REFERENCES**

- A. American National Standards Institute (ANSI)
1. ANSI C2, National Electrical Safety Code
  2. ANSI Z244-1, American National Standard for Personnel Protection
- B. American Society of Testing and Materials (ASTM)
- C. Institute of Electrical and Electronic Engineers (IEEE)
- D. Insulated Cable Engineers Association (ICEA)
- E. International Electrical Testing Association (NETA)
- F. National Electrical Manufacturer's Association (NEMA)
- G. National Fire Protection Association (NFPA)
1. ANSI/NFPA 70, National Electrical Code
  2. ANSI/NFPA 70B, Electrical Equipment Maintenance
  3. ANSI/NFPA 70E, Standard for Electrical Safety in the Workplace
- H. Occupational Safety and Health Administration (OSHA)

I. State and Local Codes and Ordinances

1.4 SUBMITTALS

- A. Provide resumes for personnel conducting tests and evidence of the testing firm's qualifications, accreditation and experience.
- B. Provide a list of test equipment to be utilized including the manufacturer's name, model number, serial number, accuracy, and last date of calibration.
- C. Provide industry standards or guide specifications used in lieu of National Standards.
- D. Provide testing procedures and schedules.

1.5 TESTING FIRM

- A. The testing firm shall be a competent, independent electrical equipment testing laboratory or organization. The testing firm shall not be a subsidiary, division, nor a department of either the installing Contractor or the manufacturer of the equipment materials or systems being inspected and tested. The testing firm shall be a fully accredited member of the International Electrical Testing Association (NETA) and have the specialized experience and skill in the supervision and performance of all inspection and testing specified herein.

1.6 TEST INSTRUMENT CALIBRATION

- A. The testing firm shall have a calibration program which assures that all applicable test instrumentation is maintained within rated accuracy.
- B. The accuracy shall be directly traceable to the National Bureau of Standards.
- C. Instruments shall be calibrated in accordance with the following frequency schedule:
  - 1. Field instruments, analog: six (6) months.
  - 2. Field instruments, digital: twelve (12) months.
  - 3. Laboratory instruments: 12 months.
  - 4. Leased specialty equipment: 12 months.
- D. Calibration labels shall be visible on all equipment and shall have a date of calibration and due date. Calibration records shall be available for review by the Owner.

PART 2 PRODUCTS

Not Applicable

## PART 3 EXECUTION

### 3.1 COORDINATION

- A. Provide all necessary supervision and labor, materials, tools, test instruments and other equipment or services required to inspect, test, adjust, set, calibrate, functionally and operationally check all work and equipment.
- B. Provide a set of contract documents to the testing firm providing the tests.
- C. Provide the testing firm a set of approved submittals and shop drawings for the equipment to be tested by the testing firm.
- D. Prepare procedures and schedules for all inspections, tests, settings and calibrations specified or otherwise required. The procedures must provide specific instructions for the checking and testing of each component in addition to the system functional checks. All procedures submitted shall include proposed job safety rules.
- E. Provide a suitable and stable source of electrical power to each test site. The testing firm shall specify the specific power requirements. The Owner shall approve all sources of electrical power for testing.
- F. Notify the Owner prior to the commencement of any testing.

### 3.2 INSPECTIONS AND TESTS

- A. Equipment purchased by the Contractor or purchased by the Owner but installed by the Contractor shall be inspected and tested to determine its condition.
- B. The inspections, tests and checks described herein shall not be considered as complete and all inclusive. Additional normal standard construction (and sometimes repetitive) checks and tests shall be provided as necessary throughout the project, prior to final acceptance by the Owner.
- C. At any stage of construction and when observed, any electrical equipment or system determined to be damaged, faulty, or requiring repairs shall be reported to the Owner. Corrective action may require prior approval.
- D. Perform routine insulation resistance, continuity and phase rotation tests for all distribution and utilization equipment prior to and in addition to tests performed by the testing firm specified herein.
- E. The testing firm shall provide visual and mechanical inspections of the following systems and equipment.
  - 1. Panelboards
  - 2. Low voltage wiring (600 volt and below)
  - 3. Molded case circuit breakers rated less than 400 amperes
  - 4. Motor controls & Controllers

5. Variable Frequency Controllers
  6. Disconnect switches.
  7. Starters
  8. Transformers
- F. The rotation of all motors shall be checked and corrective action shall be taken, where necessary to obtain correct rotation.
- G. Engagement of the testing firm in no way relieves the Contractor of the responsibility for the performance of the many and varied tests, checkouts, and inspections required during the various stages of construction.

### 3.3 CERTIFICATION

- A. Provide certified test reports. Test reports shall meet the criteria specified in OSHA Regulation Part 1907, "Accreditation of Testing Laboratories". The certification shall attest to the fact that the electrical installation has been installed and tested in accordance with the applicable National Standards or, where no National Standard exists, the applicable industry standard or guide specification for the equipment involved.
- B. The following information shall be included in the test reports.
1. Description of equipment tested (manufacturer, model number, serial number).
  2. Description of test and standards used.
  3. Description of test equipment.
  4. Test results with pass/fail criteria.
  5. Conclusions and recommendations.
  6. Names of personnel conducting the test.
- C. The report shall be signed by a Registered Professional Engineer.
- D. Provide three (3) copies of the complete test report no later than fifteen (15) calendar days following completion of the tests.

END OF SECTION 260810

## **SECTION 262416 - PANELBOARDS**

### **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. Distribution panelboards.
  - 2. Lighting and appliance branch-circuit panelboards.

#### **1.3 DEFINITIONS**

- A. SVR: Suppressed voltage rating.
- B. TVSS: Transient voltage surge suppressor.

#### **1.4 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.
- C. 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.
- D. Panelboard Schedules: For installation in panelboards.
- E. 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.

## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
  - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association to supervise on-site testing specified in Part 3.
- B. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories 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 NEMA PB 1, "Panelboards."
- E. Comply with NFPA 70, "National Electrical Code."

## 1.6 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.

## 1.7 PROJECT CONDITIONS

- A. Service Conditions: NEMA PB 1, usual service conditions, as follows:
  - 1. Ambient temperatures within limits specified.
  - 2. Altitude not exceeding 6600 feet.

## 1.8 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.
- 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 in Division 03.

## 1.9 EXTRA MATERIALS

- 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 and shunt trip devices: Two spares for each panelboard.

## 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 1.
    - b. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
    - c. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
  - 2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
  - 3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
  - 4. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
  - 5. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
  - 6. Finishes:
    - a. Panels and Trim: Steel, factory finished immediately after cleaning and pre-treating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
    - b. Back Boxes: Same finish as panels and trim.
  - 7. Directory Card: Inside panelboard door, mounted in metal frame with transparent protective cover.
- B. Phase, Neutral, and Ground Buses:
  - 1. Material: Hard-drawn copper, 98 percent conductivity.
  - 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
  - 3. Isolated Ground Bus: Adequate for branch-circuit isolated ground conductors; insulated from box.
  - 4. Extra-Capacity Neutral Bus: As suitable for nonlinear loads where indicated on the drawings.
- C. 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.
  - 4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
  - 5. Sub feed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
  - 6. Gutter-Tap Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
  - 7. Extra-Capacity Neutral Lugs: Rated 200 percent of phase lugs mounted on extra-capacity neutral bus.
- D. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- E. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Series rated panelboards will not be accepted.



## 2.2 DISTRIBUTION PANELBOARDS

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

1. Square D; Schneider Electric – Campus Standard
- 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-Lugs only as indicated on drawings.
- E. 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 the following:
  1. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- D. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.
- E. Column-Type Panelboards: Narrow gutter extension, with cover, to overhead junction box equipped with ground and neutral terminal buses.

## 2.4 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. 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. 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. Shunt Trip: 120 -V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
    - f. Under voltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.

## 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. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
- C. Mount top of trim 78 inches above finished floor unless otherwise indicated.
- D. 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.
- E. Install overcurrent protective devices and controllers not already factory installed.
- F. Install filler plates in unused spaces.
- G. For all recessed panelboards, stub minimum of six (6) 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future.
- H. Comply with NECA 1, "Standard Practice for Good Workmanship in Electrical Construction."

### 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. Panelboard directories shall be corrected and re-created after balancing the loads to meet the specifications requirements and shall match with the actual loads in the field. A copy of the panelboard schedule from the construction documents will not be acceptable.

### 3.4 FIELD QUALITY CONTROL

- A. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
  2. Test continuity of each circuit.
- B. 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. Panelboards will be considered defective if they do not pass tests and inspections.
- C. 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.
- D. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.
1. Measure as directed during period of normal system loading.
  2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
  3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
  4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

END OF SECTION 262416

## **SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes the following individually mounted, enclosed switches and circuit breakers:
  - 1. Fusible switches.
  - 2. Non-fusible switches.
  - 3. Molded-case circuit breakers.
  - 4. Enclosures.

#### **1.3 DEFINITIONS**

- A. GFCI: Ground-fault circuit interrupter.
- B. HD: Heavy duty.
- C. RMS: Root mean square.

#### **1.4 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, and finishes.
  - 1. Enclosure types and details for types other than NEMA 250, Type 1.
  - 2. Current and voltage ratings.
  - 3. Short-circuit current rating.
  - 4. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
- B. Shop Drawings: Diagram power, signal, and control wiring.
- C. Qualification Data: For testing agency.
- D. Field quality-control test reports including the following:
  - 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.
- E. Manufacturer's field service report.

- F. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Sections, include the following:
1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
  2. Time-current curves, including selectable ranges for each type of circuit breaker.

## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. 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.
- C. Comply with NFPA 70.
- D. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items.

## 1.6 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

### 2.2 FUSIBLE AND NONFUSIBLE SWITCHES

- A. Manufacturers:
1. Square D/Group Schneider
  2. Eaton Corporation; Cutler-Hammer Products.
  3. Siemens

- B. Fusible Switch, 600A and Smaller: NEMA KS 1, Type HD, with clips or bolt pads to accommodate specified fuses, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Non-fusible Switch, 600A and Smaller: NEMA KS 1, Type HD, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- D. Accessories:
  - 1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
  - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded, and bonded; and labeled for copper and neutral conductors.
  - 3. All disconnect switches used (in series with VFC) shall have auxiliary dry contacts in the disconnect switches and shall be wired to VFC. Provide control wires between VFC and disconnect switches to protect VFC.

## 2.3 MOLDED-CASE CIRCUIT BREAKERS AND SWITCHES

- A. Manufacturers:
  - 1. Square D/Group Schneider
  - 2. Eaton Corporation; Cutler-Hammer Products.
  - 3. Siemens.
- B. Molded-Case Circuit Breaker: NEMA AB 1, 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.

## 2.4 ENCLOSURES

- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
  - 1. Outdoor Locations: NEMA 250, Type 4
  - 2. Kitchen Areas: NEMA 250, Type 4X, stainless steel.
  - 3. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.

## 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.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Comply with applicable portions of NECA 1, NEMA PB 1.1, and NEMA PB 2.1 for installation of enclosed switches and circuit breakers.
- B. Mount individual wall-mounting switches and circuit breakers with tops at uniform height, unless otherwise indicated. Anchor floor-mounting switches to concrete base.
- C. Comply with mounting and anchoring requirements specified in Section 260529 "Hangers and Supports for Electrical Systems."
- D. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

### 3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Section 260553 "Identification for Electrical Systems."
- B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate as specified in Section 260553 "Identification for Electrical Systems."

### 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections. Report results in writing.
- B. Prepare for acceptance testing as follows:
  - 1. Inspect mechanical and electrical connections.
  - 2. Verify switch and relay type and labeling verification.
  - 3. Verify rating of installed fuses.
  - 4. Inspect proper installation of type, size, quantity, and arrangement of mounting or anchorage devices complying with manufacturer's certification.
- C. Testing Agency: Engage a qualified testing and inspecting agency to perform the following field tests and inspections and prepare test reports:
- D. Perform the following field tests and inspections and prepare test reports:
  - 1. Test mounting and anchorage devices according to requirements in Section 260529 "Hangers and Supports for Electrical Systems."
  - 2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
  - 3. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
    - a. Instruments, Equipment and Reports:
      - (1) Prepare a certified report that identifies enclosed switches and circuit breakers included and describes scanning results. Include notation of

deficiencies detected, remedial action taken and observations after remedial action.

3.5 ADJUSTING

- A. Set field-adjustable switches and circuit-breaker trip ranges.

3.6 CLEANING

- A. On completion of installation, vacuum dirt and debris from interiors; do not use compressed air to assist in cleaning.
- B. Inspect exposed surfaces and repair damaged finishes.

END OF SECTION 262816



THIS PAGE LEFT BLANK

## **SECTION 262923 - VARIABLE-FREQUENCY MOTOR DRIVES (VFD)**

### **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 separately enclosed, preassembled, combination variable frequency motor controllers (VFDs), rated 600 V and less, for speed control of three-phase, squirrel-cage induction motors.

#### **1.3 DEFINITIONS**

- A. CPT: Control power transformer.
- B. DDC: Direct digital control.
- C. EMI: Electromagnetic interference.
- D. LED: Light-emitting diode.
- E. NC: Normally closed.
- F. NO: Normally open.
- G. OCPD: Overcurrent protective device.
- H. PID: Control action, proportional plus integral plus derivative.
- I. RFI: Radio-frequency interference.

#### **1.4 QUALITY ASSURANCE**

- A. Referenced Standards and Guidelines:
  - 1. Institute of Electrical and Electronic Engineers (IEEE)
    - a. IEEE 519-2014, IEEE Recommended Practice and Requirements for Harmonic Control in Electric Power Systems
  - 2. Underwriters Laboratories (as appropriate)

- a. UL 508, 508A, 508C
  - b. UL 61800, 61800-5-1, 61800-5-2
  - c. UL 1995
3. The Association of Electrical Equipment and Medical Imaging Manufacturers (NEMA)
4. NEMA ICS 7-2014, Adjustable Speed Drives
  - a. International Electro-technical Commission (IEC)
  - b. EN/IEC 61800
5. National Electric Code (NEC)
  - a. NEC 430.120, Adjustable-Speed Drive Systems
6. CSA Group
  - a. CSA C22.2 No. 274
7. International Building Code (IBC)
  - a. IBC 2018 Seismic – referencing ASCE 7-16 and ICC AC-156

B. Qualifications:

1. Drives shall be UL labeled as a complete assembly. The base VFD shall be UL listed for 100 kA SCCR when installed in accordance with the manufacturer's guidelines.
2. CE Mark – The base drive shall conform to the European Union Electromagnetic Compatibility directive, a requirement for CE marking. The base drive shall meet product standard EN 61800-3 for the First Environment restricted distribution (Category C2).
3. The base drive shall be seismically certified and labeled as such in accordance with the 2018 International Building Code (IBC):
  - a. Seismic importance factor of 1.5, and minimum 2.5 SDS rating is required.
  - b. Ratings shall be based upon actual shake test data as defined by ICC AC-156, via all three axis of motion.
  - c. Seismic certification of equipment and components shall be provided by OSHPD preapproval.
4. The base drive shall be SEMI-F47 certified. The drive must tolerate voltage sags to 50% for up to 0.2 seconds, sags to 70% for up to 0.5 seconds, and sags to 80% for up to one second.

## 1.5 ACTION SUBMITTALS

### A. Product Data: For each type and rating of VFD indicated.

1. Include dimensions and finishes for VFDs.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
3. Drive horsepower shall be minimum size as indicated. Coordinate size with driven equipment manufacturer based on rated motor horsepower and full load amps (FLA).
4. Provide all accessories as integral components to the drive assembly unless noted otherwise on the drive schedule. Entire assembly shall be UL listed and meet NEC. Bypass panels shall be constructed of UL recognized components, assembled in a UL listed enclosure in strict accordance with the NEC for electrical safety. The assembly shall be UL listed.

### B. Shop Drawings: For each VFD indicated.

1. Include mounting and attachment details.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearance, methods of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

## 1.6 INFORMATIONAL SUBMITTALS

### A. Coordination Drawings: Floor plans, drawn to scale, showing dimensioned layout on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Required working clearances and required area above and around VFDs.
2. Show VFD layout and relationships between electrical components and adjacent structural and mechanical elements.
3. Show support locations, type of support, and weight on each support.
4. Indicate field measurements.

### B. Qualification Data: For testing agency.

### C. Product Certificates: For each VFD from manufacturer.

### D. Harmonic Analysis Report: Provide Project-specific calculations and manufacturer's statement of compliance with IEEE 519-2014, Guide for Harmonic Content and Control.

1. List all drives
2. Provide simplified one-line diagram indicating Point of Common Coupling (PCC) or approved Harmonic Analysis program with technical description of all inputs and outputs from programs

### E. Source quality-control.

1. Testing: Test and inspect VFDs according to requirements in NEMA ICS 61800-2.
  - a. Test each VFD while connected to its specified motor.
  - b. Verification of Performance: Rate VFDs according to operation of functions and features specified.
2. VFDs will be considered defective if they do not pass tests and inspections.
3. Prepare test and inspection reports.

F. Field quality-control reports.

G. Sample Warranty: For special warranty.

#### 1.7 CLOSEOUT SUBMITTALS

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

1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
  - a. Manufacturer's written instructions for testing and adjusting thermal-magnetic circuit breaker and motor-circuit protector trip settings.
  - b. Manufacturer's written instructions for setting field-adjustable overload relays.
  - c. Manufacturer's written instructions for testing, adjusting, and reprogramming microprocessor control modules.
  - d. Manufacturer's written instructions for setting field-adjustable timers, controls, and status and alarm points.
  - e. 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.
  - f. 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.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. If stored in space that is not permanently enclosed and air conditioned, remove loose packing and flammable materials from inside controllers and install temporary electric heating, with at least 250 W per controller. Contractor may provide temporary electric service for drives with integral heaters in lieu of temporary heating,
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for VFDs, including clearances between VFDs, and adjacent surfaces and other items.

## 1.9 WARRANTY

- A. When warranties are required, verify with Owner's counsel that special warranties stated in this article are not less than remedies available to Owner under prevailing local laws.
- B. Special Warranty: Sixty (60) months from date of shipment. Provide certificate from the Manufacturer. Warranty shall include all parts, labor, travel time and expenses. Prorating is not acceptable. Manufacturer certificate shall provide name(s) of warranty providers who can perform onsite warranty service. Local Warranty, Parts, and Maintenance service shall be available within a 2-hour travel time and on record at Manufacturer's toll free 24/365 technical support line. Third party warranty will not be acceptable. Manufacturer agrees to repair or replace VFDs that fail in materials or workmanship within specified warranty period.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. The manufacturer shall have been engaged in the production of this type of equipment for a minimum of twenty years.
- B. Manufacturers: Subject to compliance with requirements, provide one of the following:
  - 1. ABB ACH580 Series (Basis of Design)
  - 2. Eaton
- C. Submit deviations to owner for approval 10 days prior to bid. Approval does not relieve supplier of specification requirements.
- D. All VFDs shall be of the same manufacturer.

### 2.2 GENERAL

- A. VFDs 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 NEMA ICS 7, NEMA ICS 61800-2, and UL 508A.
- C. VFDs supplied to Owner or Owner's Representative, either as separate items to be mounted in the field or shipped to an OEM for factory mounting in packaged systems. The drive manufacturer shall supply the drive and all necessary options as herein specified.
- D. VFDs that are manufactured by a third party and "brand labeled" shall not be acceptable.

1. Drive manufacturers who do not build their own power boards and assemblies, or do not have full control of the power board manufacturing and quality control, shall be considered as a "brand labeled" drive.
- E. Application: Variable Torque
- F. VFD Description: Variable-frequency motor controller, consisting of power converter that employs pulse-width-modulated inverter, factory built and tested in an enclosure, with integral disconnecting means and overcurrent and overload protection; listed and labeled by an NRTL as a complete unit; arranged to provide self-protection, protection, and variable-speed control of one or more three-phase induction motors by adjusting output voltage and frequency.
1. Units suitable for operation of NEMA MG 1, Design A and Design B motors, as defined by NEMA MG 1, Section IV, Part 30, "Application Considerations for Constant Speed Motors Used on a Sinusoidal Bus with Harmonic Content and General Purpose Motors Used with Adjustable-Voltage or Adjustable-Frequency Controls or Both."
  2. Units suitable for operation of inverter-duty motors as defined by NEMA MG 1, Section IV, Part 31, "Definite-Purpose Inverter-Fed Poly-phase Motors."
  3. Listed and labeled for integrated short-circuit current (withstand) rating by an NRTL acceptable to authorities having jurisdiction.
- G. Design and Rating: Match load type, such as fans, blowers, and pumps; and type of connection used between motor and load such as direct or through a power-transmission connection. Sizing based on ratings in equipment schedules.
- H. Unit Operating Requirements:
1. Input AC Voltage Tolerance: Full rated output at +10% and -15% percent of VFD input voltage rating. VFD shall continue to operate without faulting from a line of +30% and -35% of nominal voltage.
  2. Input AC Voltage Unbalance: Not exceeding 3 percent.
  3. Input Frequency Tolerance: 48 to 63 Hz
  4. Minimum Efficiency: 98 percent at 60 Hz, full load.
  5. Minimum Displacement Primary-Side Power Factor: 98 percent under any load or speed condition.
  6. Minimum Short-Circuit Current (SCCR) Rating:
    - a. Standard: 100 kA
    - b. Drives with soft start: 85kA
    - c. Drives with individual motor protectors: 50kA
  7. Ambient Conditions: VFDs shall be capable of continuous full load operation under the following environmental conditions:
    - a. Temperature: Not less than 5 deg F and not exceeding 104 deg F. Operation up to 122 deg F shall be allowed with a 10% reduction from VFD full load current
    - b. Humidity: 5 to 95% (non-condensing).

- c. Altitude: 0 - 3300 feet. Operation up to 6600 feet above sea level shall be allowed with a 1% reduction from VFD full load current rating for every 330 feet over 3300 feet above sea level.
- 8. Vibration Withstand: Comply with ISTA 1A and 1B.
- 9. Overload Capability: 110% of normal duty current rating for 1 minute every 10 minutes, 130% overload for 2 seconds every minute. The minimum current rating shall meet or exceed the values in the NEC/UL table 430.250 for 4-pole motors. Output Carrier Frequency: Selectable; 1, 2, 4, 8 (12 kHz w/ derate)
- I. Inverter Logic: Microprocessor based, 16 bit, isolated from all power circuits.
- J. The input current rating of the drive shall not be greater than the output current rating. Per NFPA 70 430.122, drives with higher input current ratings may require the upstream wiring, protection devices, and source transformers to be upsized.

## 2.3 SEISMIC PERFORMANCE:

- A. The entire VFD assembly shall be seismically certified and labeled as such in accordance with the 2018 International Building Code (IBC):
- B. VFD manufacturer shall provide Seismic Certification and Installation requirements at time of submittal.
- C. Seismic importance factor of 1.5 rating is required and shall be based upon actual shake test data as defined by ICC AC-156.
- D. Seismic ratings based upon calculations alone are not acceptable. Certification of Seismic rating must be based on testing done in all three axis of motion.
- E. Special seismic certification of equipment and components shall be provided by OSHPD preapproval.

## 2.4 ENCLOSURES

- A. VFD Enclosures: Enclosures shall be UL508, listed as a complete assembly from the factory or shall be evaluated in the field by a Nationally Recognized Testing Laboratory (NRTL) under a field evaluation program.
- B. Enclosure type shall be provided as indicated on the contract documents. If no requirements are listed, provide enclosures according to environmental conditions at installed location as indicated below:
  - 1. Dry and Clean Indoor Locations: UL Type (NEMA) 1.
  - 2. Outdoor Locations: UL Type (NEMA) 3R.
  - 3. Outdoor Corrosive Locations: UL Type (NEMA) 3R Stainless Steel Construction
  - 4. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: UL Type (NEMA) 12.



- C. Plenum Rating: UL 1995; NRTL certification label on enclosure, clearly identifying VFD as "Plenum Rated."
- D. For NEMA 250, Type 1; UL 508 component recognized: Supply fan, with composite intake and exhaust grills and filters; 120-V ac; obtained from integral CPT.
- E. Sun shields installed on fronts, sides, and tops of enclosures installed outdoors and subject to direct and extended sun exposure.

## 2.5 INTEGRAL DISCONNECT

- A. As indicated on the contract documents, provide one of the integral disconnect options below:
  - 1. Circuit Breaker - Door interlocked pad-lockable circuit breaker that will disconnect all input power from the drive and all internally mounted options. Circuit breaker option shall be available with or without systems requiring bypass.
  - 2. Disconnect Switch with Fuses - Door interlocked, pad-lockable disconnect switch that will disconnect all input power from the drive and all internally mounted options. Drive input fusing is included.
- B. All disconnect configurations shall be UL Listed by the drive manufacturer as a complete assembly and carry a UL508 label. Disconnect packages manufactured by anyone other than the drive manufacturer, are not acceptable.

## 2.6 PANEL-MOUNTED USER INTERFACE KEYPAD

- A. All drives shall utilize the same Advanced Control Panel (keypad) user interface.
- B. Plain English text
  - 1. The display shall be in complete English words for programming and fault diagnostics (alpha-numeric codes are not acceptable).
  - 2. Safety interlock and run permissive status shall be displayed using predetermined application specific nomenclature, such as: Damper end switch, smoke alarm, vibration trip, and overpressure.
  - 3. Safety interlock, run permissive, and external fault status shall have the option of additional customized project specific terms, such as: AHU-1 End Switch, Office Smoke Alarm, CT-2 Vibration.
- C. The control panel shall include at minimum the followings controls:
  - 1. Four navigation keys (Up, Down, Left, Right) and two soft keys to simplify operation and programming.
  - 2. Hand-Off-Auto selections and manual speed control without having to navigate to a parameter.
  - 3. Fault Reset and Help keys. The Help key shall include assistance for programming and troubleshooting.

- D. Multiple Home View screens shall be capable of displaying up to 21 points of information. Customizable modules shall include bar charts, graphs, meters, and data lists. Displays shall provide real time graphical trending of output power, frequency, and current within selectable intervals of 15/30/60 minutes and 24 hours.
- E. The control panel shall display the following items on a single screen; output frequency, output current, reference signal, drive name, time, and operating mode (Hand vs Auto, Run vs Stop). Bi-color (red/green) status LED shall be included. Drive (equipment) name shall be customizable.
- F. There shall be a built-in time clock in the control panel. The clock shall have a battery backup with 10 years minimum life span. Daylight savings time shall be selectable.
- G. I/O Summary display with a single screen shall indicate and provide:
  - 1. The status/values of all analog inputs, analog outputs, digital inputs, and relay outputs. Drives that require access to internal or live components to measure these values, are not acceptable.
  - 2. The programmed function of all analog inputs, analog outputs, digital inputs, and relay outputs.
  - 3. The ability to force individual digital I/O high or low and individual analog I/O to desired value, for increased personal protection during drive commissioning and troubleshooting. Drives that require access to internal or live components to perform these functions, are not acceptable.
- H. The drive shall automatically backup parameters to the control panel. In addition to the automatic backup, the drive shall allow two additional unique backup parameter sets to be stored. Backup files shall include a time and date stamp. In the event of a drive failure, the control panel of the original drive can be installed on the replacement drive, and parameters from that control panel can be downloaded into the replacement drive.
- I. The control panel shall display local technical support contact information as part of drive fault status.
- J. The control panel shall be removable, capable of remote mounting.
- K. The control panel shall have the ability to store screen shots that are downloadable via USB.
- L. The control panel shall have the ability to display a QR code for quick access to drive information.
- M. The LCD screen shall be backlit with the ability to adjust the screen brightness and contrast, with inverted contrast mode. A user-selectable timer shall dim the display and save power when not in use.
- N. The control panel shall include assistants specifically designed to facilitate start-up. Assistants shall include: First Start Assistant, Basic Operation, Basic Control, and PID Assistant.
- O. Primary settings for HVAC shall provide quick set-up of all parameters and customer interfaces to reduce programming time.

- P. The drive shall be able to operate with the control panel removed.
- Q. Bluetooth connectivity:
  - 1. Where indicated on the project documents, the drive shall be provided a Bluetooth Advanced Control Panel. The Bluetooth control panel shall be FCC and QDL (Qualified Design Listing) certified.
  - 2. A free app (iOS and Android) shall replicate the control panel on a mobile device or tablet. The control panel's programming and control functionality shall function on the device. Customizing text, such as AHU-1 End Switch, shall be supported by the device's keyboard.
  - 3. Bluetooth connectivity shall allow uploading, downloading, and emailing of parameter sets.
  - 4. Bluetooth connectivity shall include two pairing modes: Always discoverable with a fixed pass code, and manual discovery with a unique generated passcode every pairing.
  - 5. The Bluetooth antenna shall be in the control panel. Antennas that are integrated in the drive's control board, must include an external antenna, on all drives mounted inside cabinets.
  - 6. Bluetooth connectivity shall be capable of being switched off.

## 2.7 SECURITY FEATURES

- A. The drive manufacture shall clearly define cybersecurity capabilities for their products.
- B. The drive shall include password protection against parameter changes.
  - 1. There shall be multiple levels of password protection including: End User, Service, Advanced, and Override.
  - 2. The drive shall support a customer generated unique password between 0 and 99,999,999.
  - 3. The drive shall log an event whenever the drive password has been entered.
  - 4. The drive shall provide a security selection that prevents any "back door" entry. This selection even prevents the drive manufacturer from being able to bypass the security of that drive.
  - 5. A security level shall be available that prevents the drive from being flashed with new firmware.
- C. A checksum feature shall be used to notify the owner of unauthorized parameter changes made to the drive. The checksum feature includes two unique values assigned to a specific programming configuration.
  - 1. One checksum value shall represent all user editable parameters in the drive except communication setup parameters. A second checksum value shall represent all user editable parameters except communication setup, energy, and motor data parameters.
  - 2. Once the drive has been commissioned the two values can be independently saved in the drive.

3. The drive shall be configurable to either: Log an Event, provide a Warning, or Fault upon a parameter change when the current checksum value does not equal the saved checksum value.
- D. The “Hand” and “Off” control panel buttons shall have the option to be individually disabled (via parameter) for drives mounted in public areas.
- E. The capability to disable Bluetooth on control panels that include Bluetooth functionality shall be provided.

## 2.8 NETWORK COMMUNICATIONS

- A. The drive shall have an EIA-485 port with removable terminal blocks. The onboard protocols shall be BACnet MS/TP, Modbus, and Johnson Controls N2. Optional communication cards for BACnet/IP, LonWorks, Profibus, Profinet, EtherNet/IP, Modbus TCP, and DeviceNet shall be available. The use of third party gateways are not acceptable.
- B. The drive shall have the ability to communicate via two protocols at the same time, one onboard protocol and one option card based protocol. Once installed, the drive shall automatically recognize any optional communication cards without the need for additional programming.
- C. The drive shall not require a power cycle after communication parameters have been updated.
- D. The embedded BACnet connection shall be a MS/TP interface. The drive shall be BTL Listed to Revision 14 or later. Use of non-BTL Listed drives are not acceptable.
- E. The drive shall be classified as an Applications Specific Controller (B-ASC). The interface shall support all BIBBs defined by the BACnet standard profile for a B-ASC including, but not limited to:
  1. Data Sharing: Read Property Multiple-B, Write Property Multiple-B, COV-B
  2. Device Management: Time Synchronization-B
  3. Object Type Support: MSV, Loop
- F. The drive’s relay output status, digital input status, analog input/output values, Hand-Auto status, warning and fault information shall be capable of being monitored over the network. The drive’s start/stop command, speed reference command, relay outputs and analog outputs shall be capable of being controlled over the network. Remote drive fault reset shall be possible.

## 2.9 SOFTWARE FEATURES:

- A. A Fault Logger that stores the last 16 faults in non-volatile memory.

1. The most recent 5 faults save at least 9 data points, including but not limited to: Time/date, frequency, DC bus voltage, motor current, DI status, temperature, and status words.
  2. The date and time of each fault and fault reset attempt shall be stored in the Fault Logger.
- B. An Event Logger that stores the last 16 warnings or events that occurred, in non-volatile memory.
1. Events shall include, but not limited to: Warning messages, checksum mismatch, run permissive open, start interlock open, and automatic reset of a fault.
  2. The date and time of each event's start and completion points shall be stored in the Event Logger.
- C. Programmable start method. Start method shall be selectable based on the application: Flying-start, Normal-start, and Brake-on-start.
- D. Programmable loss-of-load (broken belt / coupling) indication. Indication shall be selectable as a control panel warning, relay output, or over network communications. This function to include a programmable time delay to eliminate false loss-of-load indications.
- E. Motor heating function to prevent condensation build up in the motor. Motor heating adjustment, via parameter, shall be in "Watts." Heating functions based only on "percent current" are not acceptable.
- F. Advanced power metering abilities shall be included in the drive. Drives without these data points, must include a separate power meter with each drive.
1. Instantaneous output power (kW)
  2. Total power broken down by kWh, MWh, and GWh units of measurement. Power meters that only display kWh and roll over or "max out" once the maximum kWh value is reached, are not acceptable. There shall be resettable and non-resettable total power meters within the drive.
  3. Time based kWh metering for: current hour, previous hour, current day, and previous day.
  4. Energy saving calculation shall be included that shows the energy and dollars saved by the drive.
- G. The drive shall include a motor flux optimization circuit that will automatically reduce applied motor voltage to the motor to optimize energy consumption and reduce audible motor noise.
- H. Run permissive circuit - There shall be a run permissive circuit for damper or valve control. Regardless of the source of a run command, the Drives shall provide a dry contact closure that will signal the damper to open. When the damper is fully open, an end-switch shall close, allowing the drive to run the motor.
1. The drive shall also include a programmable start delay, for when an end-switch is not provided.

- I. Start interlock circuit - Four separate start interlock (safety) inputs shall be provided. When any safety is opened, the motor shall be commanded to stop. The control panel will display the specific safety(s) that are open. The status of each safety shall be transmitted over the network communications. Wiring multiple safeties in series is not acceptable.
- J. External fault circuit – Three separate external fault inputs shall be provided. This circuit shall have the same features and functionality as the start interlock circuit, except it shall require a manual reset before the drive is allowed to operate the motor.
- K. The drive shall include a switching frequency control circuit that reduces the switching frequency based on actual drive temperature, and allows higher switching frequency settings without derating the drive. It shall be possible to set a minimum and a target switching frequency.
- L. Visual function block adaptive programming allowing custom control schemes, minimizing the need for external controllers. I.e. cooling tower staging logic. A free software tool shall be used to configure adaptive programming.
- M. The ability to automatically restart after an over-current, over-voltage, under-voltage, external fault, or loss of input signal protective trip. The number of restart attempts, trial time, and time between attempts shall be programmable. Each of these faults may have automatic restart individually disabled via a parameter selection.
- N. Three (3) programmable critical frequency lockout ranges to prevent the drive from operating the load continuously at an unstable speed/load.
- O. Seven (7) programmable preset frequencies/speeds.
- P. Two independently adjustable accel and decel ramps with 1 – 1800 seconds adjustable time ramps.
- Q. PID functionality shall be included in the drive.
  - 1. Programmable “Sleep” and “Wake up” functions to allow the drive to be started and stopped based on the level of a process feedback signal.
  - 2. The drive shall include an independent PID loop for customer use, assigned to an analog output. This PID loop may be used for cooling tower bypass valve control, chilled water valve, etc.
- R. At least 4 parameter user sets that can be saved to the permanent memory and recalled using a digital input, timed function, or supervision function.
- S. Drive shall be compatible with an accessory that allows the control board to be powered from an external 24 VDC/VAC source, allowing the drive control to remain powered by a UPS during an extended power outage.
- T. A computer-based software tool shall be available to allow a laptop to program the drive. The drive shall be able to support programming without the need for line voltage. All necessary power shall be sourced via the laptop USB port.

- U. The drive shall include a fireman's override mode. Upon receipt of a contact closure from the Fire Alarm Life Safety system, the drive shall operate in a dedicated Override mode distinct and separate from the drive's Normal operation mode. The following features will be available in the drive override function:
  - 1. The Override mode shall be secured by password to prevent changes once programmed.
  - 2. The drive shall ignore external inputs and commands not defined as part of the override function.
  - 3. Override operation mode shall be selectable between: single frequency, multiple fixed frequencies, follow an analog input signal, PID control, or come to a forced stop.
  - 4. High priority safeties shall stop the drive and lower priority safeties shall be ignored in Override mode.
  - 5. Drive faults shall be defined in Critical and Low priority groups. Critical faults shall stop the drive. Low priority faults shall be reset. Reset trials and timing shall be programmable.
  - 6. The drive shall be configurable to receive from 1 to 3 discrete digital input signals and operate at up to three discrete speeds.
- V. The drive shall have multi-pump functionality and an intelligent master/follower configuration for controlling up to 8 parallel pumps equipped with drives. The drive shall have a parameter synchronization feature to program the PID, multi-pump, and AI parameters in all parallel drives. The functionality to start and stop the pumps based on capacity, operating time or efficiency of the pump to ensure each pump is operated regularly.
- W. The multi-pump functionality shall control:
  - 1. Flow Control
  - 2. Pressure Control
  - 3. Pump Alternation

## 2.10 HARDWARE FEATURE

- A. Electric Input Signal Interface:
  - 1. A minimum of two programmable analog inputs: 0- to 10-V dc or 4- to 20-mA selectable via control panel.
  - 2. A minimum of six programmable digital inputs: All digital inputs shall be programmable to support both active high and active low logic and shall include adjustable on/off time delays. The digital input shall be capable of accepting both 24 VDC and 24 VAC.
  - 3. A minimum of two programmable analog outputs: 0- to 10-V dc or 4- to 20-mA.
  - 4. A minimum of three programmable Form-C relay outputs. The relay outputs shall include programmable on/off time delays. The relays shall be rated for a continuous current rating of 2 Amps. Maximum switching voltage of 250 VAC / 30 VDC. Open collector and Form-A relays are not acceptable. Drives that have less than (3) Form-C relay outputs shall provide an option card to provide additional relay outputs.

- B. Drive terminal blocks shall be color coded for easy identification of function.
- C. The drive shall include an isolated USB port for interface between the drive and a laptop. A non-isolated USB port is not acceptable.
- D. An auxiliary power supply rated at 24 VDC, 250 mA shall be included.
- E. The drive shall have cooling fans that are designed for field replacement. The primary cooling fan shall operate only when required and be variable speed for increased longevity and lower noise levels. Drives whose primary cooling fans are not variable speed, shall include a spare cooling fan.
- F. Circuit boards shall be coated per IEC 60721-3-3; Chemical gasses Class 3C2 and Solid particles Class 3S2.
- G. Earth (ground) fault detection shall function in both modulating (running) and non-modulating modes.
- H. Coordinated AC transient surge protection system consisting of 4 MOVs (phase-to-phase and phase-to-ground), a capacitor clamp, and internal chokes. The MOVs shall comply with UL 1449 4th Edition. Drives that do not include coordinated AC transient surge protection shall include an external TVSS/SPD (Transient Voltage Surge Suppressor/Surge Protection Device).
- I. The drive shall include a robust DC bus to provide short term power-loss ride through. The DC bus Joule to drive kVA ratio shall be 4.5 J/kVA or higher. An inertia-based ride through function should help maintain the DC bus voltage during power loss events. Drives with control power ride through only, are not acceptable.
- J. Drives serving multiple motors (i.e. fan arrays) shall contain individual manual motor protectors (MMP) for all motors served by drive. MMPs shall be sized based on the rated motor amperage. Refer to mechanical schedules for quantity and horsepower of motors.
  - a. Provide MMP Common fault output
  - b. Provide MMP status pilot lights on VFD enclosure.

## 2.11 HARMONIC CONDITIONING AND LINE FILTERING

### A. Input Line Conditioning:

1. Based on the manufacturer's harmonic analysis study and report, provide input filtering, as required, to limit total demand (harmonic current) distortion and total harmonic voltage demand at the defined point of common coupling to meet IEEE 519-2014 recommendations.
2. At a minimum, the drives shall have internal impedance equivalent to 5% to reduce the harmonics to the power line. 5% impedance may be from dual (positive and negative DC link) chokes, or AC line reactor. Drives with only one DC link choke shall add an AC line reactor integral to the drive enclosure.



3. Provide additional harmonic filtration mitigation devices or as required to meet IEEE 519-2014. Acceptable additional harmonic filtration devices include:

- a. Integral AC Line Reactors
- b. Integral passive harmonic filters
- c. Active front End:

- 1) An IGBT based active front end shall be used for mitigation of low frequency harmonics. A LCL filter shall be installed in front of the IGBTs to remove high frequency harmonics.
- 2) Limit the current distortion to 3% total harmonic current distortion, when measured at the lugs of the drive.
- 3) The drive shall provide full motor nameplate voltage while operating the motor at nameplate RPM. The output IGBTs must be modulating and in control of the motor during this 100% speed/load operating condition. The specified 3% current distortion and 1.0 displacement power factor shall be achievable during this operating condition.
- 4) The hardware structure of the front end shall boost the DC bus voltage by 10% during low line conditions.
- 5) Displacement power factor shall be 1.0 throughout the speed range.

- d. 12 pulse or 18 pulse PWM design

- B. Output Filtering: Provide dV/dT output filters on load side of drive for motor protection where length exceeds motor manufacturer recommendations or 100 feet, whichever is smaller.
- C. EMI/RFI Filtering: CE marked; certify compliance with IEC 61800-3 for First Environment restricted level (Category C2) with up to 100 feet of motor cable.

## 2.12 BYPASS SYSTEMS

- A. Provide single enclosure containing a variable frequency drive and bypass system. All VFD with bypass configurations shall be UL Listed by the drive manufacturer as a complete assembly and carry a UL508 label. Bypasses manufactured by anyone other than the drive manufacturer, are not acceptable.
- B. Description: Complete factory wired and tested bypass system consisting of a door interlocked, pad-lockable disconnecting device, output contactor, bypass contactor, and fast acting VFD isolation fuses. UL Listed motor overload protection shall be provided in both drive and bypass modes.
- C. Bypass Configuration: Two-contactor-style (bypass and output) bypass allowing motor operation via the power converter or the bypass controller; with input isolating switch arranged to isolate the power converter and permit safe troubleshooting and testing, both energized and de-energized, while motor is operating in bypass mode.
  - 1. Bypass Contactor: Load-break, IEC-rated contactor.
  - 2. Output Isolating Contactor: Non-load-break, IEC-rated contactor.

3. Drive Isolation Fuses: Fast acting fuses shall be provided to disconnect the VFD from the line prior to clearing upstream branch circuit protection to maintain bypass operation capability in the event of a VFD failure. Bypass designs which have no such fuses, or that incorporate fuses common to both the VFD and the bypass, will not be accepted. Third contactor "isolation contactors" are not an acceptable alternative to fuses, as contactors could weld closed and are not an NEC recognized disconnecting device.
4. Isolating Switch: Non-load-break switch arranged to isolate power converter and permit safe troubleshooting and testing of the power converter, both energized and de-energized, while motor is operating in bypass mode.
5. The bypass shall maintain positive contactor control through the voltage tolerance window of nominal voltage +30%, -35% to avoid contactor coil failure during brown out / low line conditions and allow for input single phase operation when in the VFD mode. Single-phase power supplies and control power transformers (CPT) are not acceptable.

D. Bypass Type

1. Less than 75 horsepower: Full-voltage (across-the-line) non-reversing.
2. 75 horsepower and above: Reduced voltage soft start.

E. Bypass Controller:

1. Bypass Mode shall be field-selectable Automatic or Manual to allow local and remote transfer between power converter and bypass contactor and retransfer, either via manual operator interface or automatic-control system feedback.
2. The bypass system shall be designed for stand-alone operation and shall be completely functional in both Manual and Automatic modes even if the VFD has been removed from the system for repair / replacement.
3. Motor protection from single phase power conditions: The bypass system must be able to detect a single phase input power condition while running in bypass, disengage the motor in a controlled fashion, and give a single phase input power indication. Bypass systems not incorporating single phase protection in bypass mode are not acceptable.
4. Bypass shall include Six (6) digital inputs and five (5) Form-C relay outputs. The digital inputs shall be capable of accepting both 24 VDC and 24 VAC. The bypass control board shall include an auxiliary power supply rated 24 VDC, 250 mA.
5. Network communications – the bypass shall include BACnet MS/TP, Modbus, and Johnson Controls N2 as standard. The bypass BACnet implementation shall be BTL Listed to Revision 14 or later. Optional communication cards for BACnet/IP, LonWorks, Profibus, Profinet, Ethernet/IP, Modbus TCP, and DeviceNet shall be available. Serial communications shall remain functional even with the VFD removed. Bypass systems that do not maintain full functionality with the drive removed are not acceptable.

- a. The bypass relay output status, digital input status, warning and fault information can be monitored over the network. Status information shall be monitored, including; operating mode (drive vs bypass), current drawn in bypass mode, broken belt, and phase-to-phase voltage. The bypass start/stop command, force to bypass command, and relay outputs shall be capable of being controlled over the network.
- F. All bypass packages shall utilize a dedicated LCD bypass control panel (keypad) user interface. The bypass control panel must be a separate display from the drive control panel. Bypass packages that use a single shared drive/bypass control panel are not acceptable, due to that control panel acting as a single point of failure.
  1. The bypass shall include a two-line, 20-character LCD display. The display shall allow the user to access parameters and view:
    - a. Bypass input voltage, current (Amps) and power (kW)
    - b. Bypass faults, warnings, and fault logs
    - c. Bypass operating time and energy consumption (resettable)
  2. The bypass control panel shall include the following controls:
    - a. Four navigation keys (Up, Down, Enter, Escape)
    - b. Bypass Hand-Off-Auto, Drive mode / Bypass mode selectors, Bypass fault reset
  3. The following indicating lights (LED PTT type) or control panel display indications shall be provided.
    - a. Drive mode selected, Bypass mode selected
    - b. Drive running, Bypass running
    - c. Drive fault, Bypass fault
  4. Safety interlock and run permissive status shall be displayed using predetermined application specific nomenclature, such as: Damper end switch, smoke alarm, vibration trip, and overpressure.
- G. All bypasses shall have the following software features as standard:
  1. Programmable loss-of-load (broken belt / coupling) indication shall be functional in drive and bypass mode.
  2. The bypass shall also support run permissive and start interlock control functionality, including start delay, as previously specified in the drive section.
  3. The bypass control shall monitor the status of the drive and bypass contactors and indicate when there is a welded contactor contact or open contactor coil.
  4. The bypass shall include a selection for either manual or automatic transfer to bypass. The automatic transfer mode shall allow the user to select the specific drive fault types that result in an automatic transfer to bypass. The automatic transfer mode shall not allow a transfer to bypass on motor related faults.

Automatic transfer schemes that do not differentiate between fault types, are not acceptable.

5. The bypass shall include the ability to select the operating mode of the system (Drive/Bypass) from either the bypass control panel or digital input.
  6. The bypass shall include a supervisory control mode that monitors the value of the drive's analog input (feedback). This feedback value is used to control the bypass contactor on/off state. The supervisory mode shall allow the user to maintain hysteresis control over applications such as cooling towers and booster pumps.
  7. Selectable Class 10, 20, or 30 electronic motor overload protection shall be included in both drive and bypass mode.
  8. The drive and bypass shall be designed to operate as an integrated system when in Override mode. Whether operating in drive or bypass mode, the low priority safeties will be ignored, and high priority safeties will be followed. External start/stop commands will be ignored. There shall be four selectable Override modes:
    - a. Bypass only, with two smoke control modes:
      - 1) Fixed pre-configuration of digital inputs
      - 2) Configurable high/low priority safeties and faults, to allow configuration to meet needs of local Authority Having Jurisdiction.
    - b. Drive only
    - c. Drive then transfer to bypass, in the event of a drive fault
    - d. Force to Stop
- H. The bypass shall provide a separate terminal strip for connection of freeze, fire, smoke contacts, and external start command. All external safety interlocks shall remain fully functional whether the system is in VFD or Bypass mode. The remote start/stop contact shall operate in VFD and bypass modes. The terminal strip shall allow for independent connection of up to four (4) unique safety inputs.

## 2.13 REDUNDANT DRIVE ENCLOSURE

- A. Where indicated on the contract documents, provide single drive enclosure containing two variable frequency drives of the horsepower indicated on mechanical schedules.
- B. Enclosure cover shall be provided with:
  1. External lead drive selector switch
  2. Auto/off/manual selector switch
  3. Drive run and fault lights for each individual drive
  4. External fault light.
  5. Individual drive control panels (keypads) shall be accessible without opening enclosure door.

- C. Drives within enclosure shall be individually fused for uninterrupted operation. Drive shall automatically switch from lead drive to redundant drive upon a lead drive fault.
- D. Isolating Switch: Each drive shall be equipped with a non-load-break switch arranged to isolate power converter and permit safe troubleshooting and testing of the power converter, both energized and de-energized, while the other drive is operating.
- E. Drive shall be provided with a customer terminal block to allow single point connection for external building automation system and fire alarm system safety interlocks.
  - 1. Provide ModBus RTU; Johnson Controls N2; Siemens Building Technologies FLN (P1); and BACnet MS/TP in the resident memory.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas, surfaces, and substrates to receive VFDs, with Installer present, for compliance with requirements for installation tolerances, and other conditions affecting performance of the Work.
- B. Examine VFD before installation. Reject VFDs that are wet, moisture damaged, or mold damaged.
- C. Examine roughing-in for conduit systems to verify actual locations of conduit connections before VFD installation.
- D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Wall-Mounting Controllers: Install with tops at uniform height and with disconnect operating handles not higher than 79 inches above finished floor, unless otherwise indicated, and by bolting units to wall or mounting on lightweight structural-steel channels bolted to wall. For controllers not on walls, provide freestanding racks complying with Division 16 Section for Hangers and Supports."
- B. Floor-Mounting Controllers: Install VFDs on 4-inch nominal thickness concrete base. Comply with requirements for concrete base specified in other Divisions."
  - 1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch 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 each fusible-switch VFD.
- E. Install heaters in thermal-overload relays. Select heaters based on actual nameplate full-load amperes after motors are installed.
- F. Install, connect, and fuse thermal-protector monitoring relays furnished with motor-driven equipment.
- G. Comply with NECA 1.

### 3.3 POWER WIRING INSTALLATION

- A. Install Type TC-ER shielded cable from variable-frequency controller to related motor.

### 3.4 CONTROL WIRING INSTALLATION

- A. Bundle, train, and support wiring in enclosures.
- B. Connect selector switches and other automatic-control devices where applicable.
1. Connect selector switches to bypass only those manual- and automatic-control devices that have no safety functions when switches are in manual-control position.
  2. Connect selector switches with control 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 IDENTIFICATION

- A. Identify VFDs, components, and control wiring. Comply with requirements for identification specified in other Division 16 Section
1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
  2. Label each VFD with engraved nameplate.
  3. Label each enclosure-mounted control and pilot device.
- B. Operating Instructions: Frame printed operating instructions for VFDs, including control sequences and emergency procedures. Fabricate frame of finished metal, and cover instructions with clear acrylic plastic. Mount on front of VFD units.

### 3.6 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
  - 1. Complete installation and startup checks according to manufacturer's written instructions.

### 3.7 ADJUSTING

- A. Program microprocessors for required operational sequences, status indications, alarms, event recording, and display features. Clear events memory after final acceptance testing and prior to Substantial Completion.
- B. Set field-adjustable switches, auxiliary relays, time-delay relays, timers, and overload-relay pickup and trip ranges.
- C. Adjust the trip settings of instantaneous-only circuit breakers and thermal-magnetic circuit breakers with adjustable, instantaneous trip elements. Initially adjust to 6 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 8 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 the Authority before increasing settings.
- D. Set the taps on reduced-voltage autotransformer controllers.
- E. Set field-adjustable pressure switches.

### 3.8 PROTECTION

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

### 3.9 DEMONSTRATION

- A. Engage a factory-authorized service representative to train the Authority's maintenance personnel to adjust, operate, reprogram, and maintain VFDs.

### 3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

1. Testing Agency Qualifications: Member Company of NETA or an NRTL.
2. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing. Provide factory authorized technician to certify VFD's for full manufacturer's warranty.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections with the assistance of a factory-authorized service representative.
- D. Acceptance Testing Preparation:
  1. Test insulation resistance for each VFD element, bus, component, connecting supply, feeder, and control circuit.
  2. Test continuity of each circuit.
- E. Tests and Inspections:
  1. Inspect VFD, wiring, components, connections, and equipment installation. Test and adjust controllers, components, and equipment.
  2. Test insulation resistance for each VFD element, component, connecting motor supply, feeder, and control circuits.
  3. Test continuity of each circuit.
  4. Verify that voltages at VFD locations are within 10 percent of motor nameplate rated voltages. If outside this range for any motor, notify the Authority before starting the motor(s).
  5. Test each motor for proper phase rotation.
  6. Perform tests according to the Inspection and Test Procedures for Adjustable Speed Drives 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. Perform the following infrared (thermographic) scan tests and inspections, and prepare reports:
    - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each VFD. Remove front panels so joints and connections are accessible to portable scanner.
    - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each VFD 11 months after date of Substantial Completion.
    - c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
  9. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- F. VFDs will be considered defective if they do not pass tests and inspections.



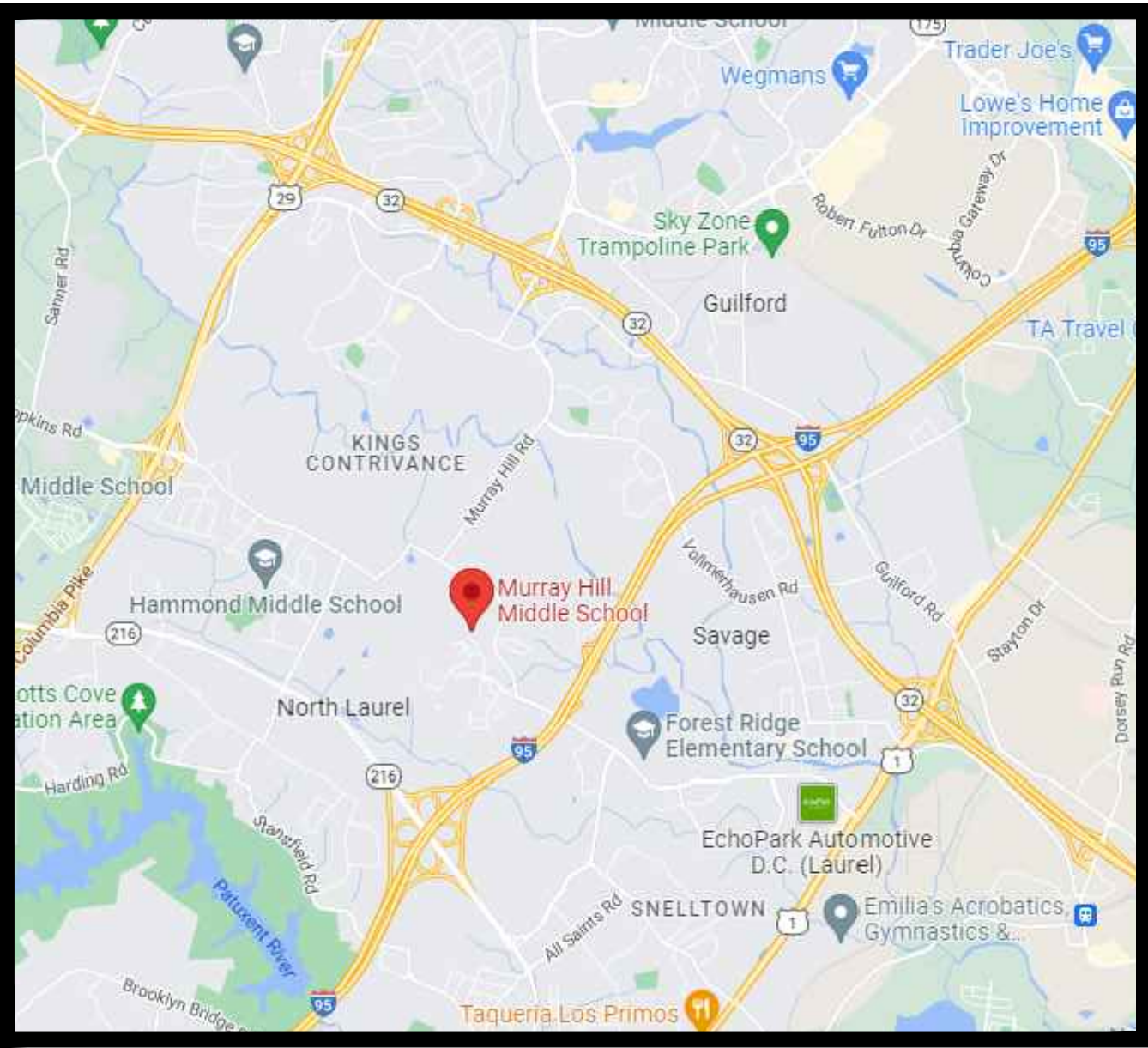
- G. Prepare test and inspection reports, including a certified report that identifies the VFD and describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations made after remedial action.

END OF SECTION 262923

# MURRAY HILL MIDDLE SCHOOL CONTROLS UPGRADE & AIR-HANDLING UNIT CONVERSION

9989 WINTER SUN ROAD  
LAUREL, MD 20723

HCPSS BID #053.23.B3



VICINITY MAP

100% CONSTRUCTION DOCUMENTS  
NOVEMBER 21, 2022

## DRAWING LIST

GENERAL	
T0.1	TITLE SHEET
MECHANICAL	
M0.1	MECHANICAL ABBREVIATIONS, SYMBOLS & GENERAL NOTES
M2.1	FIRST FLOOR PLAN - EAST - MECHANICAL & CONTROLS
M2.2	SECOND FLOOR PLAN - MECHANICAL & CONTROLS
M2.3	ROOF PLAN - MECHANICAL & CONTROLS
M3.1	MECHANICAL SCHEDULES & DETAILS
M5.1	CONTROLS & SEQUENCE OF OPERATIONS
M5.2	CONTROLS & SEQUENCE OF OPERATIONS
ELECTRICAL	
E1.0	ELECTRICAL LEGEND AND GENERAL NOTES
E2.1	FIRST FLOOR PLAN - WEST - ELECTRICAL
E2.2	SECOND FLOOR PLAN - ELECTRICAL
E2.3	ROOF PLAN - ELECTRICAL
E3.1	ELECTRICAL SCHEDULES
E4.1	PARTIAL POWER RISER DIAGRAM AND DETAILS



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

SEAL

Professional Certification, I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 44890, expiration date 01/08/2024.

### CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p: 301.523.5012

### PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

### KEY PLAN

9	100% CONSTRUCTION DOCUMENTS	11/21/2022
NO.	DESCRIPTION	DATE

### DRAWING

### TITLE SHEET

DRAWN BY	RML
CHECKED BY	JRB
PROJECT NO.	202201
SCALE	AS SHOWN
SHEET	

T0.1



ABBREVIATIONS			SYMBOLS			GENERAL NOTES		
A	A	AMPERE(S)	I	I=B=R	INSTITUTE OF BOILER AND RADIATOR MANUFACTURERS	V	V	VOLT(S)
	AC	ALTERNATING CURRENT		ID	INSIDE DIAMETER		VA	VOLT AMPERE(S)
	ACT	ACOUSTICAL CEILING TILE		IDEN	IDENTIFICATION		VAV	VARIABLE AIR VOLUME
	AD	ACCESS DOOR		IG	ISOLATED GROUND		VB	VACUUM BREAKER
	AF	ABOVE FINISHED FLOOR		IN	INCH(ES)		VEL	VELOCITY
	AFM	AIRFLOW MONITORING STATION		IN WG	INCHES OF WATER, GAUGE		VERT	VERTICAL
	AMB	AMBIENT		INW	INCHES OF WATER, GAUGE		VFD	VARIABLE FREQUENCY DRIVE
	AMP	ACCESS PANEL		INW	INCHES OF WATER, GAUGE		VOL	VOLUME
	APD	AIR PRESSURE DROP		INV	INVERT ELEVATION		VP	VELOCITY PRESSURE
	APPROX	APPROXIMATELY		IPS	INTERNATIONAL PIPE STANDARD		VTR	VENT THROUGH ROOF
B	AS	AIR SEPARATOR	J	JV	JUNCTION BOX	W	W	WIRE(S)
	ATC	AUTOMATIC TEMPERATURE CONTROLS		KV	KILOVOLT(S)		W/	WITH
	ATM	ATMOSPHERE		KVA	KILOVOLT AMPERE(S)		W/O	WITHOUT
	AUX	AUXILIARY		KWA	KILOWATT(S)		WBT	WET BULB TEMPERATURE
	AVG	AVERAGE		L	LEAVING AIR TEMPERATURE		WB	WEATHERPROOF
	AWG	AMERICAN WIRE GAUGE		LB	POUND		WD	WATER GAUGE
	AWSS	AMERICAN WELDING SOCIETY		LBHR	POUNDS/HOUR		WT	WEIGHT
	BAS	BUILDING AUTOMATION SYSTEM		LCP	LOCAL CONTROL PANEL		WH	WALL HYDRANT
	BF	BELOW FLOOR		LF	LINEAR FEET		WOG	WATER, OIL AND GAS
	BG	BELOW GRADE		LQ	LIQUID	X	WP	WORKING STEAM PRESSURE
C	BHP	BRAKE HORSEPOWER	L	LQ	LIQUID		WPD	WATER PRESSURE DROP
	BLDG	BUILDING		LRA	LOCKED ROTOR AMPERES		WSP	WORKING STEAM PRESSURE
	BOB	BOTTOM OF BEAM		LWT	LEAVING WATER TEMPERATURE		Y	WYE DELTA
	BOP	BOTTOM OF PIPE		M	MINUTE			
	BTUH	BRITISH THERMAL UNIT/HOUR		MAX	MAXIMUM			
	BWEF	BAKED WHITE ENAMEL FINISH		MBH	ONE THOUSAND BTUH			
				MCA	MINIMUM CIRCUIT AMPERES			
				MCC	MOTOR CONTROL CENTER			
				MCM	THOUSAND CIRCULAR MILS			
				MCP	MAIN DISTRIBUTION PANEL			
D	CB	CUBIC FEET PER HOUR	M	MER	MECHANICAL EQUIPMENT ROOM	N	N/A	NOT APPLICABLE
	CFM	CUBIC FEET PER MINUTE		MFA	MAXIMUM FUSE AMPERES		NC	NORMALLY CLOSED
	CKT	CIRCUIT		MH	MOUNTING HEIGHT		NC	NOISE CRITERIA
	CL	CENTERLINE		MIL	ONE THOUSANDTH		NEC	NATIONAL ELECTRICAL CODE
	CMPR	COMPRESSOR		MIN	MINIMUM		NEG	NEGATIVE
	COND	CONDENSATE		MISC	MISCELLANEOUS		NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
	CONN	CONNECTION		MO	MOTOR OPERATED		NIC	NOT IN CONTRACT
	CONST	CONSTANT		MS	MOTOR STARTER		NO	NORMALLY OPEN
	COP	COEFFICIENT OF PERFORMANCE		MTD	MOUNTED		NOM	NOMINAL
	CTR	CENTER		NTS	NOT TO SCALE		NPSH	NET POSITIVE SUCTION HEAD
E	CU FT	CUBIC FEET	O	OA	OUTDOOR AIR	P	OC	ON CENTER
	CU IN	CUBIC INCH		OC	OCCUPIED		OD	OUTSIDE DIAMETER
	CX	CONNECT TO EXISTING		OED	OPEN END DUCT		OGH	OUTSIDE GROUND HYDRANT
				OCG	OCCUPIED		OPER	OPERATING
				OD	OUTSIDE DIAMETER		OPG	OPENING
				OED	OPEN END DUCT		OS	OPEN SITE
				OGH	OUTSIDE GROUND HYDRANT		OWH	OUTSIDE WALL HYDRANT
				OPER	OPERATING		OV	OUTLET VELOCITY
				OPG	OPENING			
				OS	OPEN SITE			
F	EL	ELEVATION	P	POLE(S)		Q	QTY	QUANTITY
	ELEC	ELECTRIC		PART	PARTIAL		RA	RETURN AIR
	ELEV	ELEVATOR		PD	PRESSURE DROP		RAD	RADIATION
	EM	EMERGENCY		PERF	PERFORATED		REV	REVOLUTION
	EMS	ENERGY MANAGEMENT SYSTEM		PH	PHASE		REQ	REQUIRED
	EMT	ELECTRICAL METALLIC TUBING		P	PLATE		RH	RELATIVE HUMIDITY
	EQ	EQUAL		PNEU	PNEUMATIC		RLA	RUNNING LOAD AMPERES
	EQUIP	EQUIPMENT		PNL	PANEL		RM	ROOM
	ESP	EXTERNAL STATIC PRESSURE		POS	POSITIVE		RMS	ROOT MEAN SQUARE
	EW	ELECTRIC WATER COOLER		PRESS	PRESSURE		RPM	REVOLUTIONS PER MINUTE
G	EWT	ENTERING WATER TEMPERATURE	R	PSI	POUNDS PER SQUARE INCH	S	RV	RADON VENT
	EXH	EXHAUST		PSIA	POUNDS PER SQUARE INCH ABSOLUTE		RX	REMOVE EXISTING
	EXP	EXPANSION		PSIG	POUNDS PER SQUARE INCH GAUGE			
	EXT	EXTERNAL		PVC	POLYVINYL CHLORIDE			
				PVS	POLYVINYL COATED STEEL			
				PW	PART WINDING			
				QTY	QUANTITY			
				RA	RETURN AIR			
				RAD	RADIATION			
				REV	REVOLUTION			
H	FA	FROM ABOVE	S	SAT	SATURATION	T	TD	TEMPERATURE DIFFERENCE
	FACP	FIRE ALARM CONTROL PANEL		SC	SHORT CIRCUIT		TDH	TOTAL DYNAMIC HEAD
	FCU	FAN COIL UNIT		SEC	SECONDS		TEMP	TEMPERATURE
	FDS	FIRE DEPARTMENT CONNECTION		SEER	SEASONAL ENERGY EFFICIENCY RATIO		TH	TOTAL HEAT
	FDV	FIRE DEPARTMENT VALVE		SH	SENSIBLE HEAT		THD	THREADED
	FE	FIRE EXTINGUISHER		SMACNA	SHEET METAL AND AIR-CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION		TP	TOTAL PRESSURE
	FEC	FIRE EXTINGUISHER CABINET					TYP	TYPICAL
	FH	FIRE HYDRANT						
	FHC	FIRE HOSE CABINET						
	FHR	FIRE HOSE RACK						
I	FIN	FINISH	T	SIN	SIN	U	UON	UNLESS OTHERWISE NOTED
	FL	FLOOR		SP	STATIC PRESSURE		UNOCC	UNOCCUPIED
	FLG	FLANGED		SPDT	SINGLE POLE DOUBLE THROW		UST	UNDERGROUND STORAGE TANK
	FLA	FULL LOAD AMPERE(S)		SPEC	SPECIFICATION		UH	UNIT HEATER
	FLEX	FLEXIBLE		SPST	SINGLE POLE SINGLE THROW			
	FO	FLAT OVAL		SQ	SQUARE			
	FOB	FLAT ON BOTTOM		SQ FT	SQUARE FOOT			
	FOT	FLAT ON TOP		STD	STANDARD			
	FP	FIRE PROTECTION		STR	STRUCTURE			
	FPM	FEET PER MINUTE		SUCT	SUCTION			
J	FPS	FEET PER SECOND	U	SW	SWITCH	V	V	VOLT(S)
	FT	FEET		SWBD	SWITCHBOARD		VAV	VARIABLE AIR VOLUME
	FTB	FLOOR TO BOTTOM		SWI	SINGLE WIDTH SINGLE INLET		VB	VACUUM BREAKER
	FTC	FLOOR TO CENTERLINE					VEL	VELOCITY
	FTR	FINNED TUBE RADIATION					VERT	VERTICAL
	FV	FACE VELOCITY					VFD	VARIABLE FREQUENCY DRIVE
	FVNR	FULL VOLTAGE NON-REVERSING					VOL	VOLUME
	FXC	FLEXIBLE CONNECTION					VP	VELOCITY PRESSURE
							VTR	VENT THROUGH ROOF
K	GA	GALLON(S)	V	TD	TEMPERATURE DIFFERENCE	W	W	WIRE(S)
	GAL	GALLON(S)		TDH	TOTAL DYNAMIC HEAD		W/	WITH
	GALV	GALVANIZED		TEMP	TEMPERATURE		W/O	WITHOUT
	GFCI	GROUND FAULT CIRCUIT INTERRUPTER		TH	TOTAL HEAT		WBT	WET BULB TEMPERATURE
	GM	GAS METER		THD	THREADED		WB	WEATHERPROOF
	GND	GROUND		TP	TOTAL PRESSURE		WD	WATER GAUGE
	GPH	GALLONS PER HOUR		TYP	TYPICAL		WT	WEIGHT
	GPM	GALLONS PER MINUTE					WH	WALL HYDRANT
	GSM	GALVANIZED SHEET METAL					WOG	WATER, OIL AND GAS
	GWB	GYPSUM WALL BOARD					WPD	WATER PRESSURE DROP
L	H	HOUR(S)	W	UON	UNLESS OTHERWISE NOTED	X	WP	WORKING STEAM PRESSURE
	HACR	HEATING, AIR-CONDITIONING, AND REFRIGERATION		UNOCC	UNOCCUPIED		WSP	WORKING STEAM PRESSURE
	HB	HOSE BIBB		UH	UNIT HEATER		Y	WYE DELTA
	HC	HEATING COIL						
	HCR	HOT/CHILLED WATER RETURN						
	HCS	HOT/CHILLED WATER SUPPLY						
	HGT	HEIGHT						
	HID	HIGH-INTENSITY DISCHARGE						
	HOA	HAND-OFF-AUTOMATIC						
	HORZ	HORIZONTAL						
M	HP	HORSEPOWER	X			Y		
	HVAC	HEATING, VENTILATING, AND AIR-CONDITIONING						
	HZ	FREQUENCY, HERTZ						
N			Y			Z		
O			Z			AA		
P			AA			BB		
Q			BB			CC		
R			CC			DD		
S			DD			EE		



## DRAWING NOTES

(APPLIES TO ALL WORK SHOWN ON DRAWING)

1. CONCEAL WIRING FOR ALL WALL-MOUNTED SENSORS WITHIN EXISTING WALLS - GYPSUM BOARD AND CMU. USE OF SURFACE METAL RACEWAY, WHITE IN COLOR, SHALL ONLY BE USED WHERE IT IS NOT POSSIBLE TO CONCEAL WIRING WITHIN EXISTING WALLS, AND SHALL REQUIRE ADVANCED WRITTEN APPROVAL BY HCPSS.

## SHEET NOTES

1. REMOVE EXISTING PNEUMATIC TEMPERATURE SENSOR. REMOVE ALL PNEUMATIC TUBING BACK TO MAIN ATC PANEL IN BOILER ROOM. PROVIDE COMBINATION DDC SPACE TEMPERATURE, HUMIDITY & CO2 SENSOR IN SAME LOCATION AS EXISTING TEMPERATURE SENSOR. REFER TO CONTROL DRAWING ON M5.2 FOR ADDITIONAL INFORMATION.
2. PROVIDE DUCT-MOUNTED TEMPERATURE SENSOR AND CEILING-MOUNTED SPACE OCCUPANCY SENSOR. COORDINATE CEILING-MOUNTED SPACE OCCUPANCY SENSOR LOCATION WITH EXISTING CEILING DEVICES AND ADJUST AS REQUIRED. REFER TO CONTROL DRAWING ON M5.2 FOR ADDITIONAL INFORMATION.
3. REMOVE EXISTING 2-POSITION ZONE ISOLATION CONTROL VALVES.



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

SEAL

Professional Certification, I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 44890, expiration date 01/08/2024.

## CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

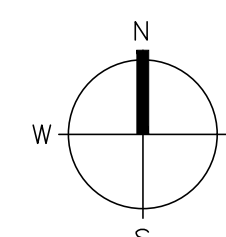
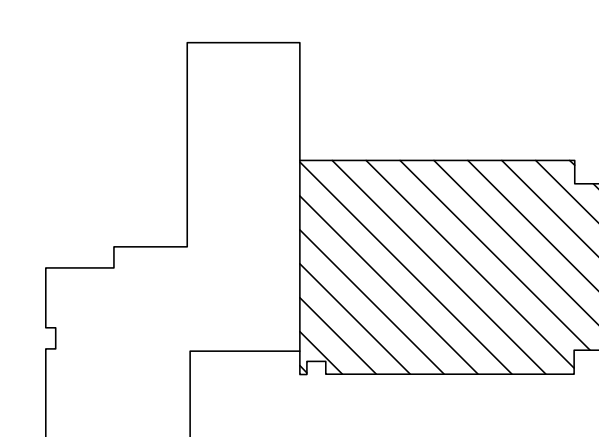
ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p. 301.523.5012

## PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

## KEY PLAN



NO.	DESCRIPTION	DATE
1	100% CONSTRUCTION DOCUMENTS	11/21/2022

## DRAWING

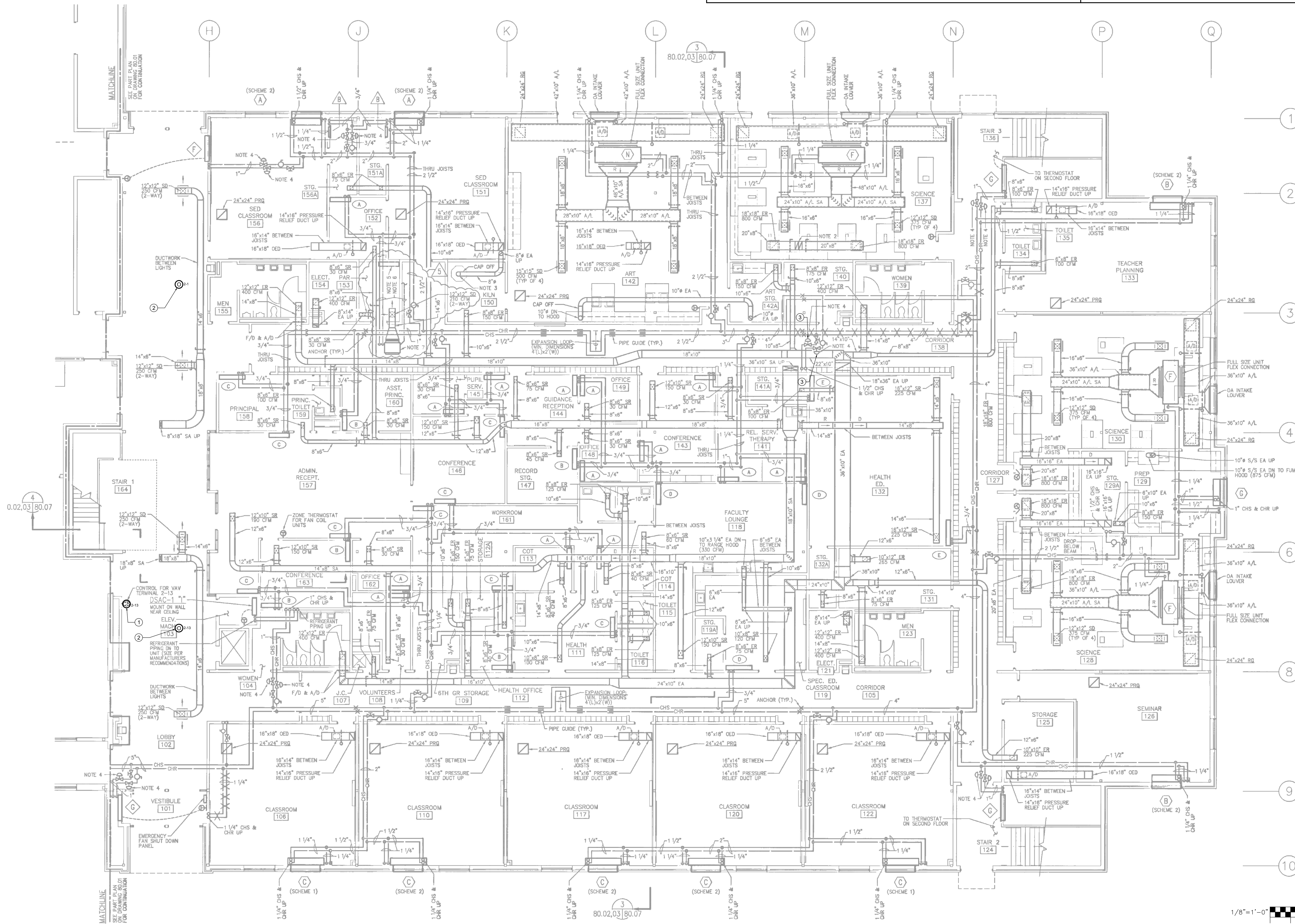
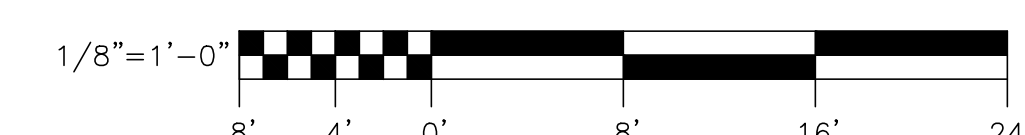
FIRST FLOOR PLAN - EAST -  
MECHANICAL & CONTROLS

DRAWN BY	RML
CHECKED BY	JRB
PROJECT NO.	202201
SCALE	1/8"=1'-0"
SHEET	

M2.1

## FIRST FLOOR PLAN - EAST - MECHANICAL &amp; CONTROLS

SCALE: 1/8" = 1'-0"





SHEET NOTES

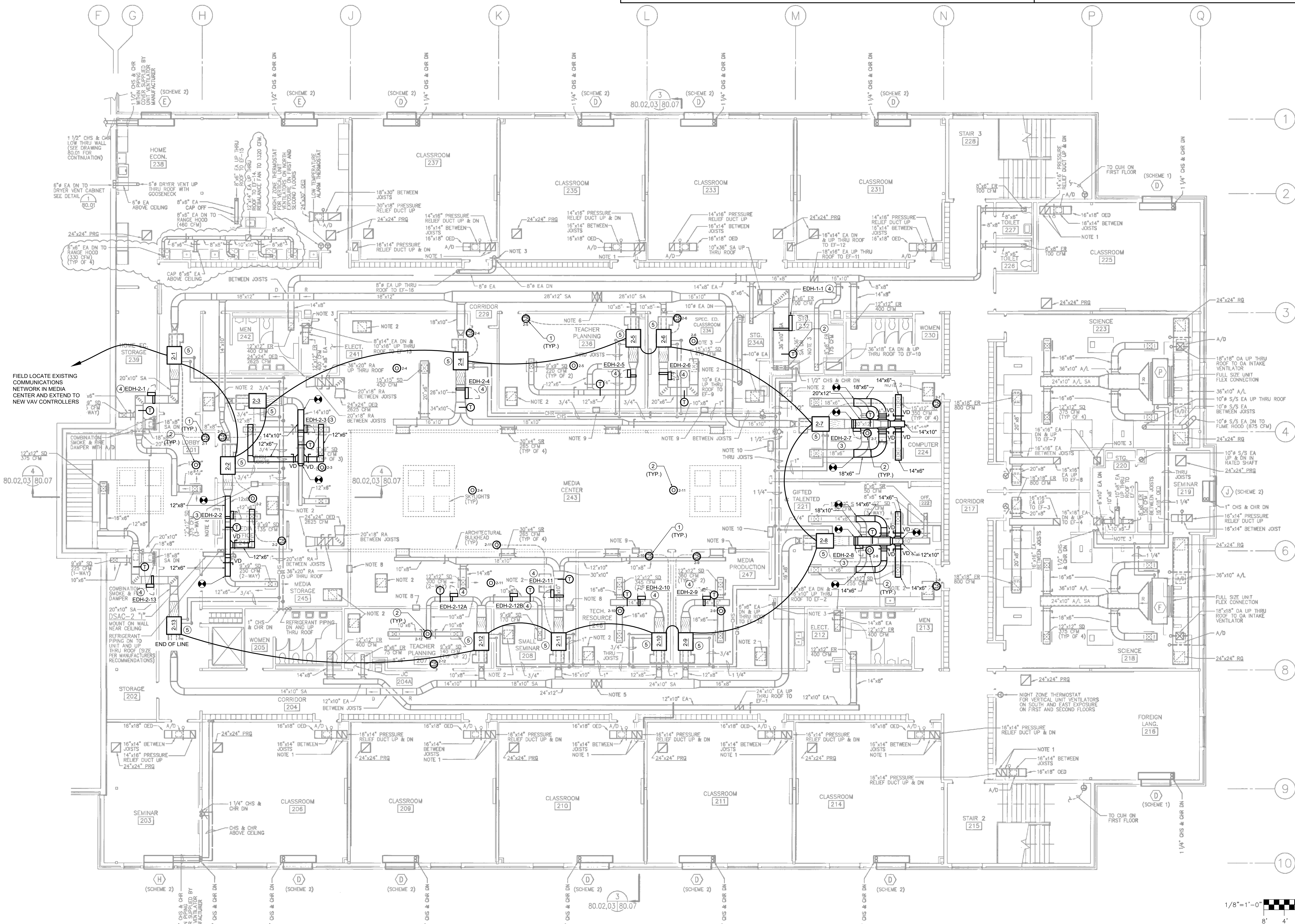
1. REMOVE EXISTING PNEUMATIC TEMPERATURE SENSOR. REMOVE ALL PNEUMATIC TUBING BACK TO MAIN ATC PANEL IN BOILER ROOM. PROVIDE COMBINATION DDC SPACE TEMPERATURE, HUMIDITY & CO2 SENSOR IN SAME LOCATION AS EXISTING TEMPERATURE SENSOR. REFER TO CONTROL DRAWING ON M5.2 FOR ADDITIONAL INFORMATION.
2. PROVIDE DUCT MOUNTED TEMPERATURE SENSOR AND CEILING-MOUNTED SPACE OCCUPANCY SENSOR. COORDINATE CEILING-MOUNTED SPACE OCCUPANCY SENSOR LOCATION WITH EXISTING CEILING DEVICES AND ADJUST AS REQUIRED. REFER TO CONTROL DRAWING ON M5.2 FOR ADDITIONAL INFORMATION.
3. MODIFY EXISTING DUCTWORK AS SHOWN, PROVIDE INSULATION AND PROVIDE SLIP-IN ELECTRIC DUCT HEATER. OFFSET EXISTING BRANCH HEATING WATER SUPPLY AND RETURN PIPING AS REQUIRED TO INSTALL ELECTRIC DUCT HEATER WITH REQUIRED CLEARANCES. CONTRACTOR SHALL FIELD DOCUMENT EXISTING DUCT ROUTING AND SIZES PRIOR TO RELEASING DUCT HEATERS. PROVIDE MINIMUM UPSTREAM AND DOWNSTREAM DISTANCES TO FITTINGS AND BRANCH TAKE-OFFS AS REQUIRED BY ELECTRIC DUCT HEATER MANUFACTURER. CONTRACTOR SHALL COORDINATE EXACT SIZES OF CONTROL BOXES, ADJUST DOOR SWINGS AS NECESSARY AND ENSURE THAT PROPER SERVICE CLEARANCES ARE MAINTAINED IN FRONT OF CONTROL BOX. REFER TO CONTROL DIAGRAMS AND SCHEDULE FOR ADDITIONAL INFORMATION. AFTER INSTALLATION OF DUCT HEATER, REPLACE DUCT INSULATION ON EXISTING DUCTWORK AND SEAL AS REQUIRED TO PROVIDE PROPER VAPOR BARRIER.
4. PROVIDE SLIP-IN ELECTRIC DUCT HEATER AS SHOWN. OFFSET EXISTING BRANCH HEATING WATER SUPPLY AND RETURN PIPING AS REQUIRED TO INSTALL ELECTRIC DUCT HEATER WITH REQUIRED CLEARANCES. CONTRACTOR SHALL TEMPORARILY REMOVE INSULATION AS REQUIRED AND FIELD DOCUMENT EXISTING DUCT ROUTING AND SIZES PRIOR TO RELEASING DUCT HEATERS. PROVIDE MINIMUM UPSTREAM AND DOWNSTREAM DISTANCES TO FITTINGS AND BRANCH TAKE-OFFS AS REQUIRED BY ELECTRIC DUCT HEATER MANUFACTURER. CONTRACTOR SHALL COORDINATE EXACT SIZES OF CONTROL BOXES, ADJUST DOOR SWINGS AS NECESSARY AND ENSURE THAT PROPER SERVICE CLEARANCES ARE MAINTAINED IN FRONT OF CONTROL BOX. REFER TO CONTROL DIAGRAMS AND SCHEDULE FOR ADDITIONAL INFORMATION. AFTER INSTALLATION OF DUCT HEATER, REPLACE DUCT INSULATION ON EXISTING DUCTWORK AND SEAL AS REQUIRED TO PROVIDE PROPER VAPOR BARRIER.

5. REMOVE EXISTING PNEUMATIC PRIMARY AIR DAMPER ACTUATOR. AT EACH TERMINAL UNIT AND REPLACE WITH DDC CONTROLLER. PROVIDE DDC CONTROLLER FOR EACH TERMINAL UNIT. REPLACE EXISTING PNEUMATIC HEATING COIL CONTROL VALVE WITH AN ELECTRIC-STYLE DDC VALVE / ACTUATOR ASSEMBLY. PROVIDE NETWORK WIRING AS REQUIRED. REFER TO CONTROL DRAWING ON M5.1 FOR ADDITIONAL INFORMATION.

DRAWING NOTES

(APPLIES TO ALL WORK SHOWN ON DRAWING)

1. CONCEAL WIRING FOR ALL WALL-MOUNTED SENSORS WITHIN EXISTING WALLS - GYPSUM BOARD AND CMU. USE OF SURFACE METAL RACEWAY, WHITE IN COLOR, SHALL ONLY BE USED WHERE IT IS NOT POSSIBLE TO CONCEAL WIRING WITHIN EXISTING WALLS, AND SHALL REQUIRE ADVANCED WRITTEN APPROVAL BY HCPSS.



SECOND FLOOR PLAN - MECHANICAL & CONTROLS

SCALE: 1/8" = 1' - 0"



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

SEAL

Professional Certification, I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 44890, expiration date 01/08/2024.

CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

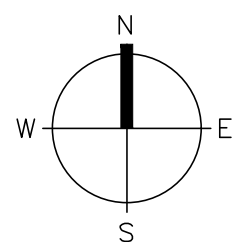
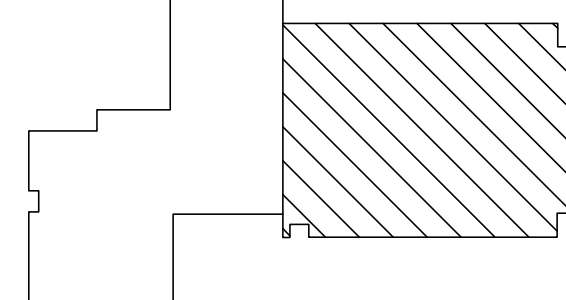
ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21707  
p. 301.523.5012

PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

KEY PLAN



NO.	DESCRIPTION	DATE
1	100% CONSTRUCTION DOCUMENTS	11/21/2022

DRAWING

SECOND FLOOR PLAN -  
MECHANICAL & CONTROLS

DRAWN BY	RML
CHECKED BY	JRB
PROJECT NO.	202201
SCALE	1/8"=1'-0"
SHEET	

M2.2



SHEET NOTES

- 1 RTU-2 ONLY: REMOVE EXISTING 10 HP SUPPLY AND 3 HP RETURN FAN MOTORS AND PROVIDE MOTORS OF EQUIVALENT HP SUITABLE FOR USE WITH VARIABLE FREQUENCY DRIVES PROVIDED UNDER DIVISION 26. REMOVE EXISTING INLET GUIDE VANE DAMPERS AND ALL ASSOCIATED LINKAGE AND HARDWARE ON SUPPLY AND RETURN FANS.
- 2 REPLACE ALL EXISTING ELECTRIC-STYLE DDC ACTUATORS WITH NEW ACTUATORS THAT INCORPORATE INTERNAL POSITION FEEDBACK SIGNALS. REFER TO CONTROLS DRAWINGS FOR ADDITIONAL INFORMATION.
- 3 ALL POWER AND CONTROL CONDUITS SHALL BE ROUTED UP THE THE ROOFTOP UNITS THROUGH THE EXISTING CURBS IF AT ALL POSSIBLE. IF THE EXISTING ROOF MUST BE PENETRATED AT ALL, THE ROOF WORK SHALL BE COMPLETED BY THE INSTALLING CONTRACTOR TO KEEP ROOF WARRANTY INTACT. THE EXISTING ROOF, MANUFACTURED BY SARNAFIL, WAS REPLACED IN 2022 AND IS UNDER WARRANTY. ANY WORK DONE TO THE EXISTING ROOF UNDER THIS PROJECT SHALL BE COMPLETED BY CITIROOF, INC. TO COMPLY WITH THE ROOF WARRANTY. THE POINT OF CONTACT IS RODNEY BAXTER, 410-365-9895.



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

SEAL

Professional Certification, I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 44890, expiration date 01/08/2024.

CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

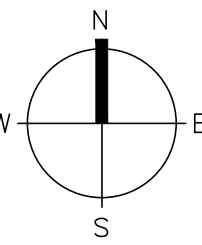
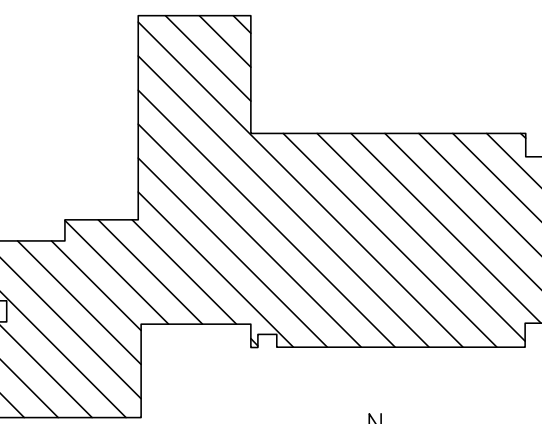
ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p. 301.523.5012

PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

KEY PLAN



NO.	DESCRIPTION	DATE
1	100% CONSTRUCTION DOCUMENTS	11/21/2022

DRAWING

ROOF PLAN - MECHANICAL  
& CONTROLS

DRAWN BY	RML
CHECKED BY	JRB
PROJECT NO.	202201
SCALE	1/8"=1'-0"
SHEET	

ROOF PLAN - MECHANICAL & CONTROLS

SCALE: 1/16" = 1' - 0"



M2.3







## SEQUENCE OF OPERATION

### GENERAL

THE VAV TERMINAL UNIT SHALL BE CONTROLLED BY THE DIRECT DIGITAL CONTROL (DDC) CONTROLLER, FURNISHED AND FIELD-INSTALLED BY THE ATC CONTRACTOR IN THE VAV TERMINAL UNIT CONTROL ENCLOSURE.

OCCUPIED AND UNOCCUPIED MODES OF OPERATION SHALL BE DETERMINED BY THE TIME SCHEDULE OF THE BUILDING AUTOMATION SYSTEM (BAS).

WHEN THE DUAL TEMPERATURE WATER SYSTEM IS OPERATING IN THE COOLING MODE, THE 2-WAY MODULATING CONTROL VALVE SHALL REMAIN CLOSED. WHEN IN THE HEATING MODE, THE 2-WAY MODULATING CONTROL VALVE SHALL OPERATE NORMALLY.

REPLACE ALL EXISTING PNEUMATIC CONTROLS FOR THE VAV TERMINAL UNITS WITH JCI DIRECT DIGITAL CONTROLS (DDC).

UPGRADE THE EXISTING JCI METASYS SYSTEM TO BACNET MS/TP, INCLUDING COMMUNICATION WIRING WHERE NECESSARY.

### OCCUPIED COOLING

THE TERMINAL UNIT FAN SHALL BE ENERGIZED AND RUN CONTINUOUSLY. TWO-WAY MODULATING CONTROL VALVE SHALL REMAIN CLOSED.

THE PRIMARY AIR DAMPER SHALL MODULATE BETWEEN ITS MINIMUM AND MAXIMUM FLOW SETPOINTS TO MAINTAIN THE COOLING SETPOINT OF THE SPACE TEMPERATURE SENSOR.

IF, AT ANY TIME DURING THE OCCUPIED COOLING MODE OF OPERATION THE SPACE TEMPERATURE DROPS MORE THAN 2°F BELOW THE COOLING SETPOINT (AND THE VAV TERMINAL UNIT PRIMARY AIR DAMPER IS AT ITS MINIMUM POSITION), THE ELECTRIC DUCT HEATING COIL SHALL BE ENERGIZED AND MODULATE ITS CAPACITY THROUGH THE SCR CONTROLLER TO MAINTAIN THE SPACE COOLING SETPOINT.

### OCCUPIED HEATING

THE TERMINAL UNIT FAN SHALL BE ENERGIZED AND RUN CONTINUOUSLY. THE PRIMARY AIR DAMPER SHALL MODULATE TO ITS MINIMUM FLOW SETPOINT. THE HEATING WATER VALVE SHALL MODULATE TO MAINTAIN THE HEATING SETPOINT OF THE SPACE TEMPERATURE SENSOR.

### OCCUPIED STANDBY

THE OCCUPANCY SENSOR SHALL BE USED TO INDICATE THAT THE SPACE HAS BEEN UNOCCUPIED FOR MORE THAN 15 MINUTES (ADJUSTABLE), EVEN THOUGH THE BAS HAS SCHEDULED THE SPACE TO BE OCCUPIED. IN THE OCCUPIED STANDBY MODE, THE ACTIVE COOLING AND HEATING SETPOINTS SHALL BE RELAXED BY 3°F. UPON DETECTION OF OCCUPANCY, THE VAV TERMINAL UNIT SHALL REVERT TO THE OCCUPIED MODE OF OPERATION.

### UNOCCUPIED HEATING MODE

DURING UNOCCUPIED MODE, PRIMARY AIR DAMPER SHALL BE CLOSED AND ELECTRIC DUCT HEATER SHALL BE LOCKED OUT.

IF HEATING WATER IS AVAILABLE (OAT BELOW LOCKOUT SETPOINT) THE TERMINAL UNIT FAN AND CONTROL VALVE SHALL CYCLE ON/OFF TO MAINTAIN NIGHT SETBACK SPACE HEATING SETPOINT (80°F).

### UNOCCUPIED COOLING MODE

DURING UNOCCUPIED MODE, PRIMARY AIR DAMPER SHALL BE CLOSED AND ELECTRIC DUCT HEATER SHALL BE LOCKED OUT. TWO-WAY MODULATING CONTROL VALVE SHALL REMAIN CLOSED.

IF COOLING WATER IS AVAILABLE (OAT ABOVE LOCKOUT SETPOINT) AND 15% OF THE ZONES IN THE BUILDING ARE ABOVE THEIR NIGHT SETBACK COOLING SETPOINT (80°F), OR 15% OF ZONES ARE ABOVE THE HIGH RELATIVE HUMIDITY SETPOINT (65%), THE DUAL TEMPERATURE PLANT SHALL STAGE ON IN COOLING MODE. RTU-2 SHALL STAGE ON AND ALL ASSOCIATED VAVS SHALL BE SET INTO OCCUPIED MODE AND ATTEMPT TO ACHIEVE THEIR MINIMUM

FLOW SETPOINTS. THIS PROVIDES A FLOW PATH FOR THE AIR THROUGH THE DUCTS. RTU-2 SHALL OPERATE AND ALL VAVS SHALL ATTEMPT TO CONTROL TO ZONE COOLING SETPOINTS. WHEN ALL ZONES ARE 2°F BELOW THE NIGHT SETBACK COOLING SETPOINT AND ARE 5% BELOW THE HIGH RELATIVE HUMIDITY SETPOINT, THE SYSTEM SHALL STAGE OFF AND RESUME UNOCCUPIED MODE.

### MORNING WARM-UP

TERMINAL UNIT FAN MOTOR AND CONTROL VALVE SHALL CYCLE ON/OFF TO MAINTAIN THE SPACE SETPOINT. THE PRIMARY AIR DAMPER SHALL REMAIN CLOSED. RTU-2 SHALL BE DE-ENERGIZED.

ONCE ANY SPACE TEMPERATURE SERVED BY RTU-2 IS WITHIN 2°F OF THE OCCUPIED SETPOINT, THEN RTU-2 AND ALL ASSOCIATED VAV TERMINAL UNITS SHALL FUNCTION IN THE OCCUPIED MODE.

## DDC POINT LIST

POINT TYPE	POINT #	DESCRIPTION	FUNCTIONS
ANALOG INPUT	AI-1	SPACE TEMPERATURE	TREND
	AI-2	SPACE RELATIVE HUMIDITY	TREND
	AI-3	SPACE CO2 CONCENTRATION	TREND
	AI-4	PRIMARY AIRFLOW	TREND
	AI-5	DISCHARGE AIR TEMPERATURE	TREND
DIGITAL INPUT	DI-1	SPACE OCCUPANCY	
ANALOG OUTPUT	AO-1	PRIMARY AIR DAMPER POSITION	
	AO-2	HOT WATER COIL VALVE POSITION	
	AO-3	ELECTRIC HEATING COIL	

## KEYED NOTES

- REPLACE EXISTING PNEUMATIC PRIMARY AIR DAMPER ACTUATOR WITH A DDC CONTROLLER.
- PROVIDE DDC DUCT-MOUNTED TEMPERATURE SENSOR IN DISCHARGE AIR DUCTWORK.
- REMOVE EXISTING 2-POSITION ZONE ISOLATION CONTROL VALVES. REFER TO DRAWING M2.2 FOR LOCATION.

## EDH / TU SCHEDULE

TU ID	EDH ID	TU ID	EDH ID	TU ID	EDH ID	TU ID	EDH ID
2-1	EDH-2-1	2-5	EDH-2-5	2-9	EDH-2-9	2-12	EDH-2-12B
2-2	EDH-2-2	2-6	EDH-2-6	2-10	EDH-2-10	2-13	EDH-2-13
2-3	EDH-2-3	2-7	EDH-2-7	2-11	EDH-2-11		
2-4	EDH-2-4	2-8	EDH-2-8	2-12	EDH-2-12A		

## ATC GENERAL NOTES (APPLY TO ALL ATC WORK)

- ALL AUTOMATIC TEMPERATURE CONTROLS (ATC) SHALL BE DIRECT DIGITAL CONTROLS (DDC). THE EXISTING JOHNSON CONTROLS, INC. (JCI) ROOFTOP UNIT CONTROLS SHALL REMAIN ON THE METASYS BUILDING AUTOMATION SYSTEM (BAS).
- THE NEW VAV CONTROLLERS SHALL BE EITHER JCI METASYS, HONEYWELL TRIDIUM OR SCHNEIDER ECOSTRUXURE. JCI CONTROLS SHALL BE ALLOWED TO USE THE EXISTING BACNET MS/TP NETWORK WHERE POSSIBLE. HOWEVER, EQUIPMENT FROM OTHER MANUFACTURERS SHALL EXIST ON A NEW DEDICATED NETWORK. ALL CONTROLS SHALL BE BACNET MS/TP AND ALL NECESSARY INTEGRATION FOR FUNCTION SHALL BE PROVIDED.
- ALL ATC WORK SHALL BE PERFORMED BY INSTALLERS AUTHORIZED BY THE BAS MANUFACTURER.
- THE BAS CONTROLS SHALL UTILIZE ELECTRONIC SENSING, MICROPROCESSOR-BASED DIGITAL CONTROL, AND ELECTRONIC ACTUATION OF DAMPERS AND VALVES TO PERFORM THE SPECIFIED SEQUENCES OF OPERATION.
- THE ATC CONTRACTOR SHALL PROVIDE ALL CONTROLLERS, CONTROL DEVICES, CONTROL PANELS, SOFTWARE, PROGRAMMING, AND INPUT/OUTPUT, POWER, AND NETWORK WIRING REQUIRED TO CONTROL THE HVAC EQUIPMENT AND CONNECT THE HVAC EQUIPMENT TO THE BAS.
- IF COMMUNICATION IS LOST BETWEEN THE UNIT CONTROLLER AND THE BAS, THE UNIT CONTROLLER SHALL OPERATE USING DEFAULT MODES AND SETPOINTS.
- EXCEPT AS OTHERWISE INDICATED, PROVIDE MANUFACTURER'S STANDARD MATERIALS AND COMPONENTS AS PUBLISHED IN THEIR PRODUCT INFORMATION, DESIGNED AND CONSTRUCTED AS RECOMMENDED BY THE MANUFACTURER, AND AS REQUIRED FOR THE APPLICATION INDICATED.
- ALL INPUT/OUTPUT POINTS SHOWN IN THE DDC POINT LISTS SHALL BE HARDWIRED TO THE BAS.
- GRAPHICS SHALL BE PROVIDED ON THE BAS FOR ALL INPUT/OUTPUT POINTS SHOWN IN THE DDC POINT LISTS. GRAPHICS SHALL IDENTIFY THE CURRENT MODE OF OPERATION, SETPOINTS, AND CURRENT VALUES OF ALL POINTS. ALL SETPOINTS SHALL BE ADJUSTABLE.
- OCCUPIED/UNOCCUPIED MODES OF OPERATION SHALL BE DETERMINED BY THE TIME SCHEDULE OF THE BAS.
- ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND SHALL BE INSTALLED WITHIN CONDUIT (EMT - INDOORS, RIGID STEEL - OUTDOORS) IN EXPOSED OR CONCEALED, INACCESSIBLE LOCATIONS. UL PLENUM RATED CABLE INSTALLED ON J-HOOKS IS ACCEPTABLE FOR CONCEALED, ACCESSIBLE LOCATIONS FOR COMMUNICATIONS AND SIGNAL WIRING. J-HOOKS SHALL BE PROVIDED AT INTERVALS NOT EXCEEDING 80 INCHES. CABLES SHALL BE SECURED WITH VELCRO CABLE STRAPS (PLASTIC CABLE TIES ARE NOT ACCEPTABLE). 24VAC POWER WIRING SHALL BE METAL CLAD (MC) CABLE AND SECURELY FASTENED.
- COMMUNICATION WIRING:
  - LOCAL SUPERVISORY LAN: CATEGORY 6 OF STANDARD TIA/EIA (100/100BASE-T), NETWORK SHALL BE RUN WITH NO SPLICES AND SEPARATE FROM ANY WIRING OVER 30 VOLTS.
  - PRIMARY AND SECONDARY CONTROLLER LANS: INDIVIDUALLY 100% SHIELDED PAIRS PER MANUFACTURER'S RECOMMENDATIONS FOR DISTANCES INSTALLED, WITH OVERALL PVC COVER, CLASS 2, PLENUM-RATED. COMMUNICATION WIRING SHALL BE RUN WITH NO SPLICES AND SEPARATE FROM ANY WIRING OVER 10 VOLTS. SHIELD SHALL BE TERMINATED AND WIRING SHALL BE GROUNDED AS RECOMMENDED BY BAS MANUFACTURER.
- SIGNAL WIRING TO ALL FIELD DEVICES INCLUDING, BUT NOT LIMITED TO, ALL SENSORS, TRANSDUCERS, TRANSMITTERS, SWITCHES, ETC. SHALL BE TWISTED, 100% SHIELDED PAIR, MINIMUM 18-GAUGE WIRE, WITH PVC COVER. SIGNAL WIRING SHALL BE RUN WITH NO SPLICES AND SEPARATE FROM ANY WIRING OVER 30 VOLTS. SHIELD SHALL BE GROUNDED AT CONTROLLER END ONLY UNLESS OTHERWISE RECOMMENDED BY THE CONTROLLER MANUFACTURER.
- FUNCTION OF CONTROLS SHALL BE AUTOMATICALLY RESTORED TO NORMAL OPERATION WITHOUT OPERATOR INTERVENTION WHEN SAFETIES ARE RESET OR WHEN POWER IS RESTORED AFTER AN OUTAGE. LOW LIMIT TEMPERATURE SENSORS AND HIGH LIMIT PRESSURE SWITCHES SHALL REQUIRE MANUAL RESET AT THEIR RESPECTIVE UNIT. EMERGENCY FAN SHUTDOWN SHALL BE RESET WHEN THE EMERGENCY POWER OFF SWITCH IS RESET. SMOKE DETECTOR TRIPPING SHALL BE RESET WHEN THE ALARM IS NO LONGER PRESENT IN THE FIRE ALARM SYSTEM.
- PROVIDE AN UNINTERRUPTIBLE POWER SUPPLY (UPS) FOR ALL SERVER-LEVEL BAS COMPONENTS.
- PROVIDE ANALOG PRESSURE TRANSDUCER TO CONVERT DDC VOLTAGE INTO PNEUMATIC SIGNAL PRESSURE FOR ALL VAV PNEUMATIC HEATING WATER VALVES, EQUAL TO VERIS EP2100S.
- THE 24VAC TRANSFORMER PROVIDED WITH THE NEW DUCT HEATERS SHALL BE USED TO POWER THE NEW DDC VAV CONTROLLERS, AS WELL AS ALL ASSOCIATED ACCESSORIES, ACTUATORS, AND OTHER DEVICES.

## SEQUENCE OF OPERATION

### GENERAL

THE EXISTING RTU CONTROLS SHALL REMAIN IN PLACE, WITH THE EXCEPTION OF THE REVISIONS NOTED BELOW. THIS SECTION SHALL DESCRIBE THE OPERATION OF A TYPICAL VAV RTU WITH THE REVISIONS INCLUDED. MODIFICATIONS TO THE SEQUENCE SHALL BE PERFORMED BY A FACTORY AUTHORIZED JCI REPRESENTATIVE WITH FACTORY SOFTWARE.

REPLACE ALL EXISTING ELECTRIC-STYLE DDC DAMPER ACTUATORS WITH NEW ELECTRIC-STYLE DDC ACTUATORS THAT INCORPORATE AN INTERNAL FEEDBACK SIGNAL. THIS SIGNAL SHALL BE INCORPORATED INTO THE BAS ON THE GRAPHICS FOR INFORMATIONAL PURPOSES.

### SUPPLY FAN CONTROL

THE VARIABLE SPEED SUPPLY FAN SHALL BE STARTED BASED ON OCCUPANCY SCHEDULE. WHEN THE SUPPLY FAN STATUS INDICATES THE FAN HAS STARTED, THE CONTROL SEQUENCE SHALL BE ENABLED. THE SUPPLY FAN SHALL MODULATE TO MAINTAIN THE DISCHARGE STATIC PRESSURE AT SETPOINT. UPON A LOSS OF AIRFLOW, THE SYSTEM SHALL AUTOMATICALLY RESTART.

### RETURN FAN CONTROL

AFTER THE SUPPLY FAN HAS BEEN STARTED, THE VARIABLE SPEED RETURN FAN SHALL BE STARTED. THE RETURN FAN SHALL MODULATE IN CONJUNCTION WITH THE SUPPLY FAN. THE RETURN FAN SHALL LAG THE SUPPLY FAN SPEED BY AN ADJUSTABLE PERCENTAGE DIFFERENTIAL. UPON A LOSS OF AIRFLOW, THE SYSTEM SHALL AUTOMATICALLY RESTART.

### MINIMUM OA CONTROL

DURING THE MINIMUM OUTDOOR AIR MODE, THE DISCHARGE TEMPERATURE SETPOINT SHALL BE RESET BASED UPON THE RETURN AIR TEMPERATURE AS FOLLOWS:

- THE DISCHARGE AIR TEMPERATURE SETPOINT SHALL BE 55°F WHEN THE RETURN AIR TEMPERATURE IS ABOVE 72°F.
- THE DISCHARGE AIR TEMPERATURE SETPOINT SHALL BE 62°F WHEN THE RETURN AIR TEMPERATURE IS BELOW 72°F.

UPON A RISE IN DISCHARGE AIR TEMPERATURE ABOVE SETPOINT, THE DX COOLING CONTROLLER SHALL MODULATE TO MAINTAIN THE DISCHARGE AIR TEMPERATURE SETPOINT. UPON A DROP IN DISCHARGE AIR TEMPERATURE BELOW SETPOINT, THE GAS FIRED HEATER SHALL MODULATE TO MAINTAIN THE DISCHARGE AIR TEMPERATURE SETPOINT.

### ENTHALPY ECONOMIZER MODE

ECONOMIZER MODE SHALL BE ENABLED WHEN THE OUTDOOR AIR ENTHALPY IS LESS THAN THE RETURN AIR ENTHALPY AND CONTINUES WITH A DEADBAND OF 3 BTU/LB OR UNTIL THE OUTDOOR AIR TEMPERATURE RISES ABOVE 80°F. IF THE UNIT IS NOT IN THE FREE COOLING MODE DURING ECONOMIZER MODE, THE OUTDOOR AIR DAMPER SHALL BE FULLY OPENED, THE RETURN AIR DAMPER SHALL BE FULLY CLOSED, AND THE RELIEF AIR DAMPER SHALL BE FULLY OPENED. MECHANICAL COOLING SHALL NOT BE LOCKED OUT. THERE SHALL BE A LOW LIMIT OF 45°F AS SENSED BY THE MIXED AIR TEMPERATURE SENSOR. IF THE MIXED AIR TEMPERATURE DROPS BELOW THE LOW LIMIT, THE OUTDOOR AIR DAMPERS SHALL MODULATE TOWARDS THEIR MINIMUM POSITION TO PREVENT A FURTHER DROP IN TEMPERATURE.

IF THE OUTDOOR AIR ENTHALPY RISES ABOVE THE RETURN AIR ENTHALPY WITH A 3 BTU/LB DEADBAND OR OUTDOOR AIR TEMPERATURE RISES ABOVE 80°F, THE UNIT SHALL REVERT TO THE MINIMUM OUTDOOR AIR MODE DESCRIBED ABOVE.

### FREE COOLING MODE

FREE COOLING MODE SHALL BE ENABLED WHEN THE UNIT IS IN ECONOMIZER MODE AND THE OUTDOOR AIR TEMPERATURE IS MORE THAN 5°F BELOW THE DISCHARGE AIR TEMPERATURE SETPOINT. DURING THE FREE COOLING MODE, MECHANICAL COOLING SHALL BE LOCKED OUT AND THE OUTDOOR AIR, RETURN AIR, AND RELIEF AIR DAMPERS SHALL BE MODULATED TO MAINTAIN THE DISCHARGE AIR TEMPERATURE SETPOINT. IF THE OUTDOOR AIR DAMPER HAS MODULATED TO ITS MINIMUM POSITION, UPON A FURTHER DROP IN DROP IN DISCHARGE AIR TEMPERATURE BELOW SETPOINT, THE GAS FIRED HEATER SHALL MODULATE TO MAINTAIN THE DISCHARGE AIR TEMPERATURE SETPOINT. THERE SHALL BE A LOW LIMIT OF 45°F AS SENSED BY THE MIXED AIR TEMPERATURE SENSOR. IF THE MIXED AIR TEMPERATURE DROPS BELOW THE LOW LIMIT, THE OUTDOOR AIR DAMPERS SHALL MODULATE TOWARDS THEIR MINIMUM POSITION TO PREVENT A FURTHER DROP IN TEMPERATURE.

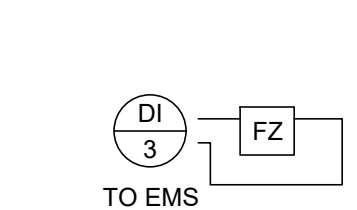
### UNOCCUPIED MODE

THE UNOCCUPIED MODE OF OPERATION SHALL BE THE SAME AS EXISTING.

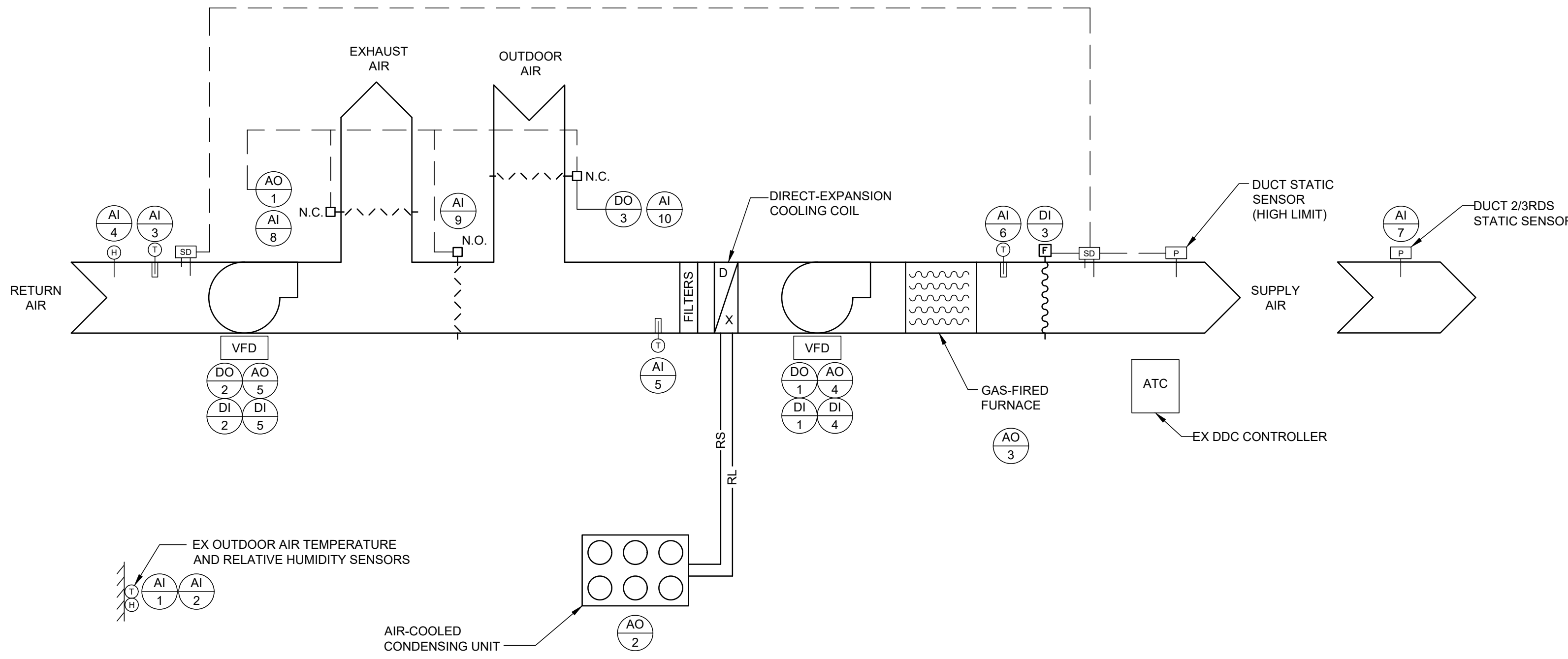
### EXHAUST FAN CONTROL

INTERLOCKED EXHAUST FANS SHALL BE THE SAME AS EXISTING.

### SAFETY CIRCUIT



THE SAFETY CIRCUIT SHALL RUN THROUGH THE FREEZE STAT, SMOKE DETECTORS, AND HIGH STATIC PRESSURE SENSOR. ON A SAFETY EVENT, THE HEATING WATER CONTROL VALVE SHALL OPEN, BOTH FANS SHALL DE-ENERGIZE, AND THE OUTSIDE AND EXHAUST DAMPERS SHALL CLOSE.



## 2 ROOFTOP AIR HANDLING UNIT (RTU-2) CONTROL DIAGRAM

NO SCALE

## DDC POINT LIST

POINT TYPE	POINT #	DESCRIPTION	FUNCTIONS	POINT TYPE
ANALOG INPUT	AI-1	OUTSIDE AIR TEMPERATURE	TREND	EXISTING
	AI-2	OUTSIDE AIR RELATIVE HUMIDITY	TREND	EXISTING
	AI-3	RETURN AIR TEMPERATURE	TREND	EXISTING
	AI-4	RETURN AIR RELATIVE HUMIDITY	TREND	NEW
	AI-5	MIXED AIR TEMPERATURE	TREND	EXISTING
	AI-6	DISCHARGE AIR TEMPERATURE	TREND	EXISTING
	AI-7	DUCT STATIC PRESSURE	TREND	EXISTING
	AI-8	EXHAUST AIR DAMPER FEEDBACK	TREND	NEW
	AI-9	RETURN AIR DAMPER FEEDBACK	TREND	NEW
	AI-10	OUTSIDE AIR DAMPER FEEDBACK	TREND	NEW
DIGITAL INPUT	DI-1	SUPPLY FAN STATUS	ALARM	EXISTING
	DI-2	RETURN FAN STATUS	ALARM	EXISTING
	DI-3	SAFETY CIRCUIT	ALARM	EXISTING
	DI-4	SUPPLY FAN FAULT	TREND	NEW
	DI-5	RETURN FAN FAULT	TREND	NEW
ANALOG OUTPUT	AO-1	MIXED AIR DAMPER	TREND	EXISTING
	AO-2	PACKAGED COOLING	TREND	EXISTING
	AO-3	PACKAGED HEATING	TREND	EXISTING
	AO-4	SUPPLY FAN SPEED	TREND	NEW
	AO-5	RETURN FAN SPEED	TREND	NEW
DIGITAL OUTPUT	DO-1	SUPPLY FAN START/STOP	TREND	EXISTING
	DO-2	RETURN FAN START/STOP	TREND	EXISTING
	DO-3	MINIMUM OUTSIDE AIR DAMPER	TREND	EXISTING



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

SEAL

2

Professional Certification, I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 44890, expiration date 01/08/2024.

### CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p. 301.523.5012

### PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9985 WINTER SUN ROAD  
LAUREL, MD 20723

### KEY PLAN

### DRAWING

### CONTROLS & SEQUENCE OF OPERATIONS

DRAWN BY	RML
CHECKED BY	JRB
PROJECT NO.	202208
SCALE	NONE
SHEET	

M5.1



SEQUENCE OF OPERATION

GENERAL

THE EXISTING RTU CONTROLS SHALL REMAIN IN PLACE, WITH THE EXCEPTION OF THE REVISIONS NOTED BELOW. THIS SECTION SHALL DESCRIBE THE OPERATION OF A 100% OUTDOOR AIR, CONSTANT VOLUME/REHEAT RTU WHICH PROVIDES CONDITIONED OUTDOOR AIR TO OCCUPIED SPACES WITH THE REVISIONS INCLUDED. ALL PNEUMATIC CONTROLS (INCLUDING VALVE AND DAMPER ACTUATORS) SHALL BE REPLACED WITH ELECTRIC-STYLE DDC DEVICES. MODIFICATIONS TO THE SEQUENCE SHALL BE PERFORMED BY A FACTORY AUTHORIZED JCI REPRESENTATIVE WITH FACTORY SOFTWARE.

REPLACE EXISTING ELECTRIC-STYLE OUTSIDE AIR DAMPER DDC ACTUATOR WITH NEW 2-POSITION ELECTRIC-STYLE DDC ACTUATOR THAT INCORPORATES AN INTERNAL END SWITCH. THIS SIGNAL SHALL BE INCORPORATED INTO THE BAS ON THE GRAPHICS FOR INFORMATIONAL PURPOSES.

PROVIDE AN OUTDOOR AIR DEWPOINT SENSOR.

SUPPLY FAN CONTROL

THE CONSTANT SPEED SUPPLY FAN SHALL BE STARTED BASED ON OCCUPANCY SCHEDULE. ONCE THE OUTSIDE AIR DAMPER END SWITCH MAKES, THE SUPPLY FAN SHALL BE ENERGIZED. WHEN THE SUPPLY FAN STATUS INDICATES THE FAN HAS STARTED, THE CONTROL SEQUENCE SHALL BE ENABLED. UPON A LOSS OF AIRFLOW, THE SYSTEM WILL AUTOMATICALLY RESTART.

OCCUPIED HEATING MODE

WHEN THE OUTDOOR AIR TEMPERATURE IS LESS THAN 70°F AND THE OUTDOOR AIR DEWPOINT IS LESS THAN 55°F, THE UNIT SHALL OPERATE IN THE OCCUPIED HEATING MODE.

OA DRYBULB TEMPERATURE BETWEEN 55°F AND 70°F: THE DUCT HEATER DISCHARGE AIR TEMPERATURE SENSOR SHALL MODULATE THE OUTPUT OF THE ELECTRIC REHEAT COIL THROUGH THE SCR CONTROLLER TO MAINTAIN A 70°F DISCHARGE AIR TEMPERATURE.

OA DRYBULB TEMPERATURE 55°F AND BELOW: THE DISCHARGE AIR TEMPERATURE SENSOR SHALL MODULATE THE GAS FURNACE TO MAINTAIN A 70°F DISCHARGE AIR TEMPERATURE.

OCCUPIED COOLING MODE

WHEN THE OUTDOOR AIR DEWPOINT IS LESS THAN 55°F AND THE OUTDOOR AIR TEMPERATURE IS 70°F AND ABOVE, THE UNIT SHALL OPERATE IN THE OCCUPIED COOLING MODE. THE DISCHARGE AIR TEMPERATURE SENSOR SHALL MODULATE THE DIRECT EXPANSION (DX) COOLING SYSTEM TO MAINTAIN A 70°F DISCHARGE AIR TEMPERATURE.

OCCUPIED DEHUMIDIFICATION MODE

WHEN THE OUTDOOR AIR DEWPOINT IS 55°F AND ABOVE, THE UNIT SHALL OPERATE IN THE OCCUPIED DEHUMIDIFICATION MODE. THE COOLING COIL LEAVING AIR TEMPERATURE SENSOR SHALL MODULATE THE DX COOLING SYSTEM TO MAINTAIN A 55°F COOLING COIL LEAVING AIR TEMPERATURE, AND THE OUTPUT OF THE ELECTRIC REHEAT COIL SHALL BE MODULATED THROUGH THE SCR CONTROLLER TO MAINTAIN A DUCT HEATER DISCHARGE AIR TEMPERATURE (DAT) ACCORDING TO THE FOLLOWING RESET SCHEDULE:

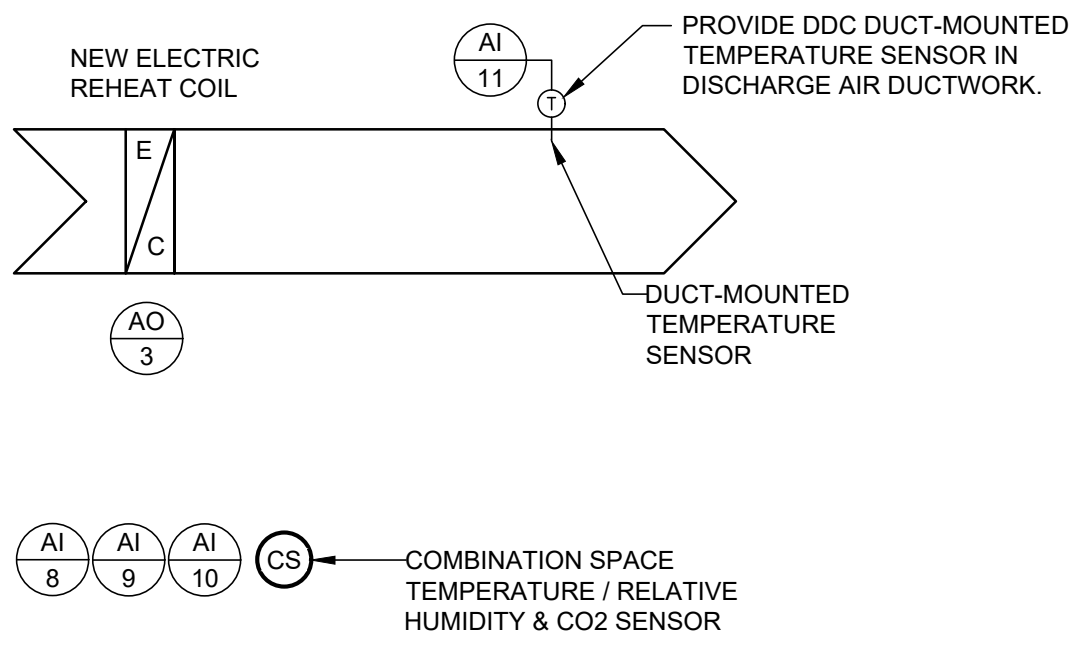
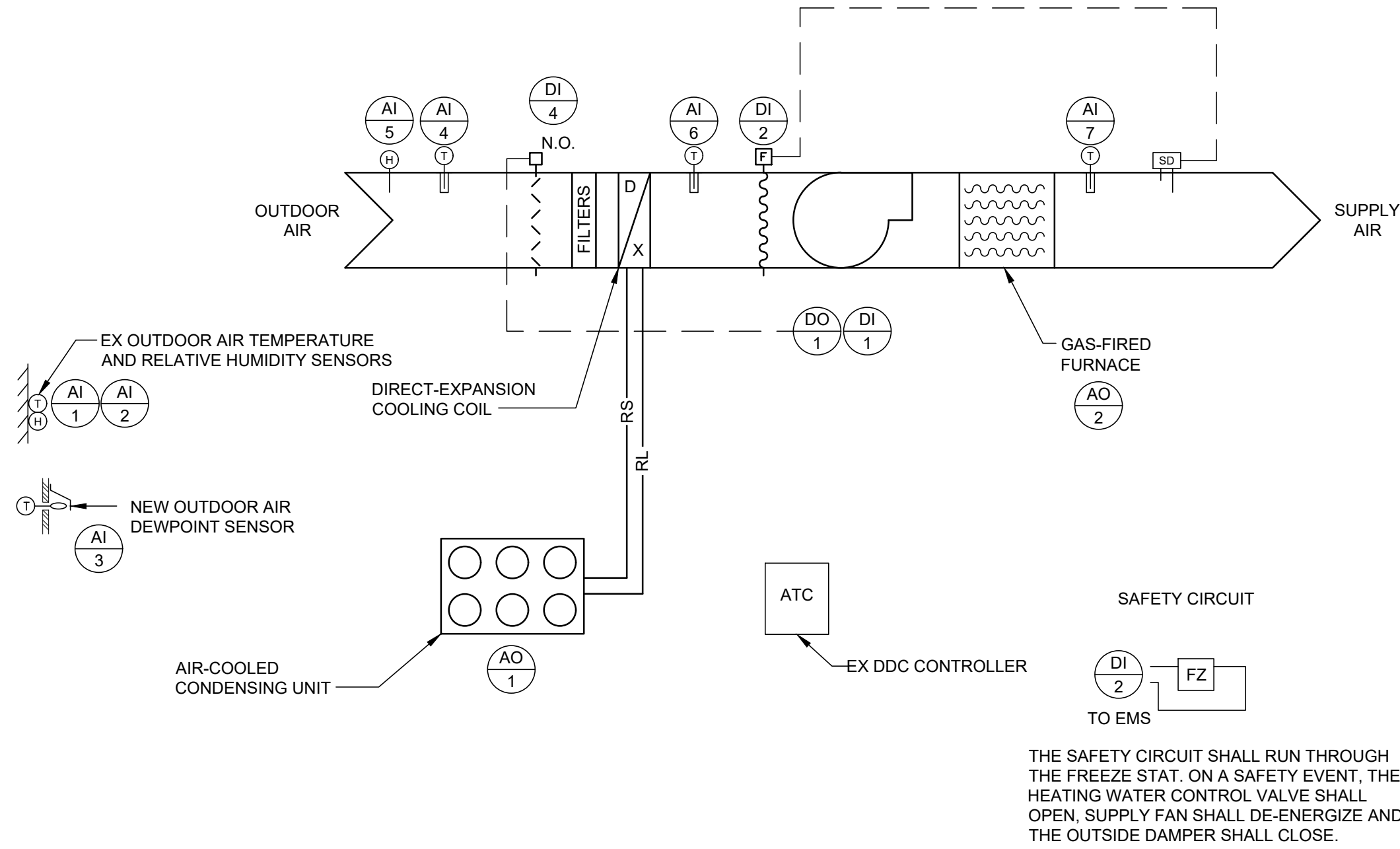
OA TEMPERATURE	DAT
70°F AND BELOW	70°F
55°F	55°F

UNOCCUPIED MODE

IN UNOCCUPIED MODE, THE UNIT SHALL BE OFF.

EXHAUST FAN CONTROL

INTERLOCKED EXHAUST FANS SHALL BE THE SAME AS EXISTING.



DDC POINT LIST				
POINT TYPE	POINT #	DESCRIPTION	FUNCTIONS	POINT TYPE
ANALOG INPUT	AI-1	OUTSIDE AIR TEMPERATURE	TREND	EXISTING
	AI-2	OUTSIDE AIR RELATIVE HUMIDITY	TREND	EXISTING
	AI-3	OUTSIDE AIR DEWPOINT	TREND	NEW
	AI-4	RETURN AIR TEMPERATURE	TREND	EXISTING
	AI-5	RETURN AIR RELATIVE HUMIDITY	TREND	NEW
	AI-6	COOLING COIL LEAVING AIR TEMPERATURE	TREND	NEW
	AI-7	DISCHARGE AIR TEMPERATURE	TREND	EXISTING
	AI-8	SPACE TEMPERATURE	TREND	EXISTING
	AI-9	SPACE RELATIVE HUMIDITY	TREND	EXISTING
	AI-10	SPACE CO2 CONCENTRATION	TREND	NEW
	AI-11	DUCT HEATER DISCHARGE TEMPERATURE	TREND	NEW
DIGITAL INPUT	DI-1	SUPPLY FAN STATUS	ALARM	NEW
	DI-2	SAFETY CIRCUIT	ALARM	EXISTING
	DI-3	SUPPLY FAN FAULT	ALARM	NEW
	DI-4	OUTSIDE AIR DAMPER FEEDBACK	TREND	NEW
ANALOG OUTPUT	AO-1	PACKAGED COOLING	TREND	EXISTING
	AO-2	PACKAGED HEATING	TREND	EXISTING
	AO-3	DUCT HEATER	TREND	NEW
DIGITAL OUTPUT	DO-1	OA DAMPER/SUPPLY FAN START/STOP	TREND	EXISTING



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

SEAL

2

Professional Certification, I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 44890, expiration date 01/08/2024.

CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p. 301.523.5012

PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

KEY PLAN

8

9

NO.	DESCRIPTION	DATE
100%	CONSTRUCTION DOCUMENTS	11/21/2022

DRAWING

CONTROLS & SEQUENCE OF OPERATIONS

DRAWN BY	RML
CHECKED BY	JRB
PROJECT NO.	202208
SCALE	NONE
SHEET	

M5.2



FILE NAME: \\Building Dynamics (dm-bibby)\32-005 Murray Hill HS\Legend and Schedule.dwg (LOTTED: Thu, Nov 17, 2022 @ 11:42am

NOT ALL SYMBOLS INDICATED HERE MAY APPEAR ON THE CONTRACT DRAWINGS			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	SINGLE POLE SWITCH		208 VOLT PANELBOARD
	THREE WAY SWITCH		480 VOLT PANELBOARD
	MANUAL MOTOR STARTER WITH THERMAL OVERLOAD AND HOA SWITCH		BELL
	KEY SWITCH		SPEAKER, WALL MOUNTED
	4 WAY SWITCH		SPEAKER, CEILING MOUNTED
	MOTION SENSOR		PAGING SYSTEM SPEAKER, WALL MOUNTED
	DUPLEX RECEPTACLE		PAGING SYSTEM CALL SWITCH
	DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER ABOVE BACKSPASH		THERMOSTAT
	DOUBLE DUPLEX RECEPTACLE		PHOTOCELL
	SPECIAL RECEPTACLE, SIZE AND TYPE AS NOTED		H-O-A SWITCH
	WP RECEPTACLE		PUSH BUTTON
	GFCI DUPLEX RECEPTACLE		FAN COIL UNIT
	FLOOR RECEPTACLE, FLUSH WITH FLOOR		SOLENOID VALVE
	RECEPTACLE ABOVE CEILING		CABINET UNIT HEATER
	DUPLEX RECEPTACLE FOR ELECTRIC WATER COOLER		EMERGENCY BYPASS CONTROL RELAY
	CLOCK OUTLET		ELECTRIC DOOR LOCK
	LIGHTING FIXTURE WITH DOUBLE BALLAST		DOOR CONTACT
	LIGHTING FIXTURE		FUSE
	LIGHTING FIXTURE ON EMERGENCY CIRCUIT		FUSED SWITCH
	WALL MOUNTED FIXTURE		SWITCH AND FUSE
	INDUSTRIAL TYPE FIXTURE		CIRCUIT BREAKER
	CEILING MOUNTED DOWN LIGHT		JUNCTION BOX
	WALL MOUNTED LIGHTING FIXTURE		GENERATOR
	WALL WASH/DOWN LIGHT, CEILING MOUNTED		MOTOR CONNECTION
	WALL SCONCE		UNIT HEATER CONNECTION
	COVE FIXTURE, LENGTH AS SHOWN ON DRAWINGS		SAFETY SWITCH NON-FUSED, SIZE AS INDICATED
	TRACK LIGHT WITH FIXTURE		SAFETY SWITCH FUSED, SIZE AS INDICATED
	POLE MOUNTED LIGHTING LUMINAIRE (S), LANDSCAPE FIXTURE		ELECTRICAL DEVICE AS INDICATED
	EXIT LIGHT BACK MOUNTED & w/ DIRECTIONAL CHEVRONS AS INDICATED		COMBINATION TYPE MOTOR STARTER, SIZE AS INDICATED
	EXIT LIGHT TOP OR PENDANT MOUNTED, SINGLE FACE WITH DIRECTIONAL CHEVRONS AS INDICATED		TRANSFORMER, SIZE AS INDICATED
	EXIT LIGHT TOP OR PENDANT MOUNTED, DOUBLE FACE WITH DIRECTIONAL CHEVRONS AS INDICATED		TIME CLOCK
	GROUND ROD		RELAY
	AIR TERMINAL		SURFACE MOUNTED RACEWAY
	FIRE ALARM SYSTEM MANUAL PULL STATION		UNDERGROUND ELECTRICAL LINES, AS NOTED
	FIRE ALARM SYSTEM HEAT DETECTOR		UNDERGROUND COMMUNICATION LINES, AS NOTED
	FIRE ALARM SYSTEM, VISUAL LIGHT/STROBE		CONDUIT, CONCEALED IN CEILING OR WALL OR CHASE
	FIRE ALARM SYSTEM COMBINATION HORN AND LIGHT		CONDUIT CONCEALED IN FLOOR OR UNDER FLOOR UNDERGROUND
	FIRE ALARM SYSTEM HORN		CARD READER
	FIRE ALARM SYSTEM SMOKE DETECTOR		KEY PAD
	FIRE ALARM SYSTEM DUCT SMOKE DETECTOR		WATER HEATER
	FIRE ALARM SYSTEM MAGNETIC DOOR HOLDER		
	FIRE ALARM SYSTEM FLOW SWITCH		
	FIRE ALARM SWITCH TAMPER SWITCH		
	FIRE ALARM CONTROL PANEL		
	FIRE ALARM ANNUNCIATOR PANEL		
	RACEWAY UP		
	RACEWAY DOWN		
	EMERGENCY MUSHROOM PUSH BUTTON (E-STOP)		

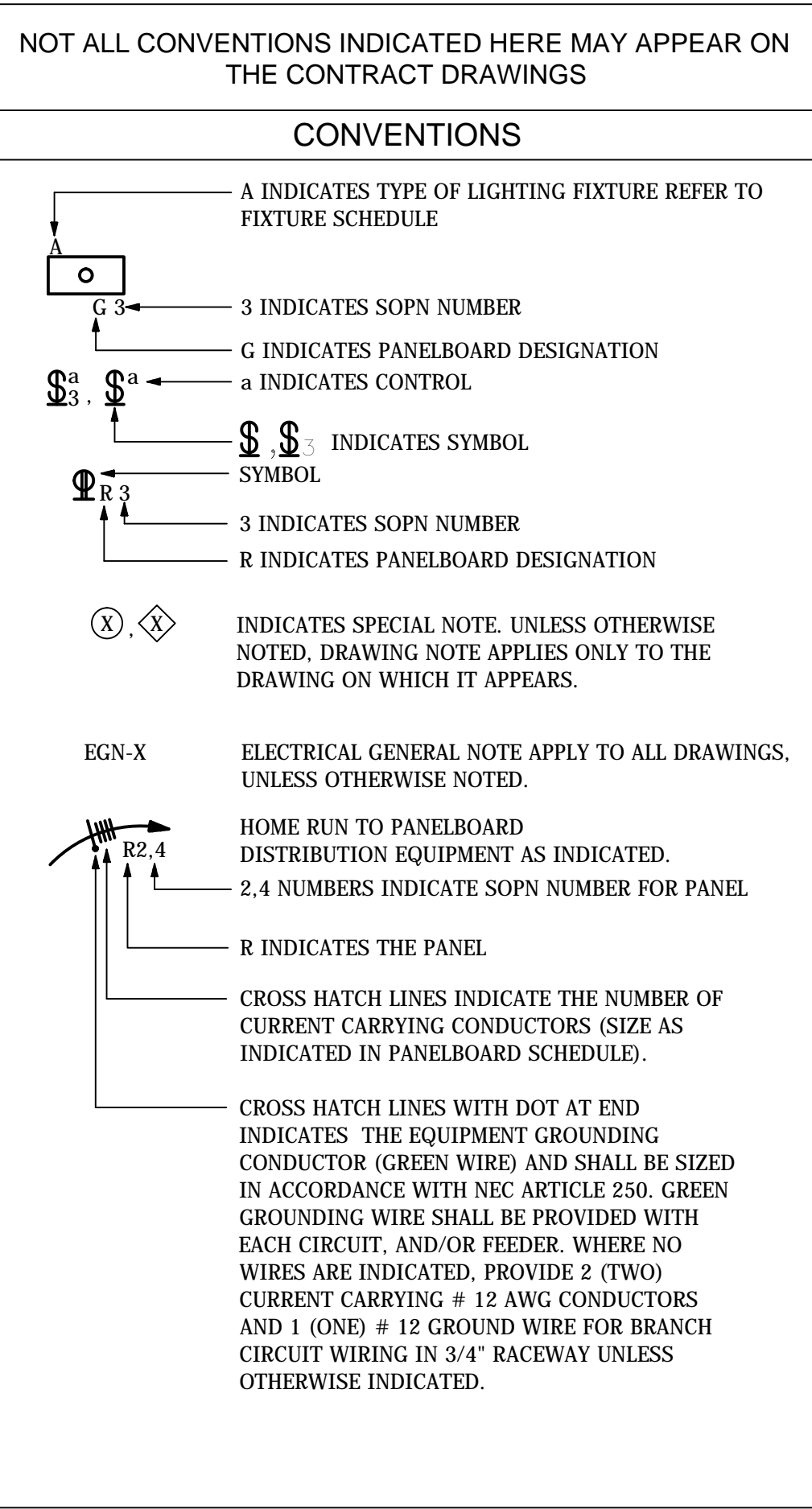
SPECIAL NOTE

IF ANY SUFFIX ADDED. G INDICATES GFCI. D INDICATES DEDICATED WP INDICATES WEATHERPROOF. R INDICATES RECESSED. S INDICATES SURFACE MOUNTED. AND XP INDICATES EXPLOSION PROOF

NOT ALL ABBREVIATIONS INDICATED HERE MAY APPEAR ON THE CONTRACT DRAWINGS			
ABBREV	DESCRIPTION	ABBREV	DESCRIPTION
A	AMP	JB	JUNCTION BOX
ABBREV	ABBREVIATIONS	KV	KILOVOLT
AC	ALTERNATING CURRENT	KVA	KILOVOLT-AMPERE
ACU	AIR CONDITIONING UNIT	KW	KILOWATT
AF	AMPERE FRAME	KWH	KILOWATT-HOUR
AF	ABOVE FINISHED FLOOR	LS	LIMIT SWITCH
AFG	ABOVE FINISHED GRADE	LTG	LIGHTING
AHU	AIR HANDLING UNIT	LV	LOW VOLTAGE
AIC	AMPERE INTERRUPTING CAPACITY	MAX	MAXIMUM
ATC	AUTOMATIC TEMPERATURE CONTROL	MCB	MAIN CIRCUIT BREAKER
ATS	AUTOMATIC TRANSFER SWITCH	MCC	MOTOR CONTROL CENTER
AUX	AUXILIARY	MCP	MOTOR CIRCUIT PROTECTOR
AWG	AMERICAN WIRE GAUGE	MH	MOUNTING HEIGHT
BES	BUILDING ELECTRICAL SYSTEM	MIN	MINIMUM
BIL	BASIC IMPULSE LEVEL	MDP	MAIN DISTRIBUTION PANEL
BLDG	BUILDING	MCM	THOUSAND CIRCULAR MILLS
BKBD	BACKBOARD	MTD	MOUNTED
BRKR	BREAKER	MLO	MAIN LUGS ONLY
C	CONDUIT	MTG	MOUNTING
CB	CIRCUIT BREAKER	N	NEUTRAL
CCTV	CLOSED CIRCUIT TELEVISION	NC	NORMALLY CLOSED
CKT	CIRCUIT	NEC	NATIONAL ELECTRICAL CODE
CR	CARD READER	NIC	NOT-IN-CONTRACT
CL	CURRENT LIMITING	NL	NIGHT LIGHT
CLG	CEILING	NO	NORMALLY OPEN
CPT	CONTROL POWER TRANSFORMER	NTS	NOT TO SCALE
CT	CURRENT TRANSFORMER	NSSS	NON-FUSED SAFETY SWITCH
CUH	CABINET UNIT HEATER	OC	ON CENTER
CW	COOL WHITE	OH	OVERHEAD
DGS	DIESEL GENERATOR SET	OL	OVERLOAD
DIA	DIAMETER	P	POLE OR POLES
DISC	DISCONNECT	PF	POWER FACTOR
DIST	DISTRIBUTION	PH	PHASE
DN	DOWN	PT	POTENTIAL TRANSFORMER
DP	DISTRIBUTION PANEL	PNL	PANELBOARD
DS	DRAWING	PVC	POLYVINYL CHLORIDE
DWG	DRAWING	R	RACEWAY
E	EMERGENCY	RAF	RETURN AIR FAN
EBH	ELECTRIC BASEBOARD HEATER	RECEPT	RECEPTACLE
EC	EMPTY CONDUIT	REQD	REQUIRED
ECB	ENCLOSED CIRCUIT BREAKER	RCS	RIGID GALVANIZED STEEL
EF	EXHAUST FAN	RMS	ROOT MEAN SQUARE
EGS	ELECTRIC GENERATOR SET	RS	RAPID START
EH	ELECTRIC HEATER	RVAT	REDUCED VOLTAGE
ELECT	ELECTRICAL	RECEPT	RECEPTACLE
EMT	ELECTRICAL METALLIC TUBING	S/N	SOLID NEUTRAL
ENCL	ENCLOSURE	SD	SMOKE DETECTOR
EQUIP	EQUIPMENT	SEC	SECONDARY
ER	EXISTING RELOCATED	SFA	SPRINKLER FLOW ALARM
ETR	EXISTING TO REMAIN	SMR	SURFACE METAL RACEWAY
EWC	ELECTRIC WATER COOLER	SPEC	SPECIFICATION
EXH	ELECTRIC WATER HEATER	ST	SHUNT TRIP
EX	EXISTING	SS	SUB STATION
EXH	EXHAUST	STR	STARTER
F	FUSED OR FUSIBLE	SW	SWITCH
FA	FRAME AMPERE	SWBD	SWITCHBOARD
FAAP	FIRE ALARM ANNUNCIATOR PANEL	SWGR	SWITCHGEAR
FACP	FIRE ALARM CONTROL PANEL	SYS	SYSTEM
FADS	FIRE ALARM AND DETECTION SYSTEM	SYM	SYMMETRICAL
FBO	FURNISHED BY OTHERS	SOPN	SPACE OR POLE NUMBER
FCU	FAN COIL UNIT	TA	TRIP AMPERE
FDR	FEDDER	TB	TERMINAL BOX
FL	FLOOR	TC	TIME CLOCK
FLUOR	FLUORESCENT	TD	TIME DELAY
FSS	FUSED SAFETY SWITCH	TBT	TELEPHONE TERMINAL BOARD
FT	FOOT OR FEET	TTC	TELEPHONE TERMINAL CLOSET
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	TYP	TYPICAL
GN	GENERAL NOTE	TV	TELEVISION
GND	GROUND	UC	UNDER COUNTER
GRS	GALVANIZED RIGID STEEL	UG	UNDERGROUND
GWB	GYPSUM WALL BOARD	UH	UNIT HEATER
GW	GROUND WIRE	UJ	UNLESS OTHERWISE INDICATED
HC	HANDICAP	UON	UNLESS OTHERWISE NOTED
HD	HEAVY DUTY	UL	UNDERWRITER'S LABORATORY
HID	HIGH INTENSITY DISCHARGE	V	VOLT (S) OR VOLTAGE
HOA	HAND-OFF-AUTOMATIC	VA	VOLT AMPERE
HP	HORSE POWER	W	WIRE
HTR	HEATER	W/	WITH
HV	HIGH VOLTAGE	WP	WEATHER PROOF
HVAC	HEATING, VENTILATING AND AIR CONDITIONING	WW	WIREWAY
HZ	HERTZ	W/O	WITHOUT
IE	THAT IS	XPBR	TRANSFORMER

NOTE: UNLESS OTHERWISE INDICATED, STANDARD MOUNTING HEIGHTS FOR OUTLET BOXES FOR THE FOLLOWING EQUIPMENT/DEVICE SHALL BE ABOVE FINISHED FLOOR AND SHALL BE TO THE CENTER LINE OF EQUIPMENT

EQUIPMENT/DEVICE	MOUNTING HEIGHT
SWITCHES	48 INCH
RECEPTACLE-GENERAL	18 INCH
RECEPTACLE-SPECIAL	18 INCH
RECEPTACLE-SINGLE	18 INCH
RECEPTACLE-REST ROOM	9 INCH ABOVE BASIN
RECEPTACLE-COUNTER	9 INCH ABOVE COUNTER
RECEPTACLE-EXTERIOR	30 INCH
TELEPHONE-GENERAL	18 INCH
TELEPHONE-WALL TYPE	54 INCH, (48 INCH FOR HANDICAPPED)
FIRE ALARM PULL STATION	48 INCH
FIRE ALARM AUDIO/VISUAL DEVICE	96 INCH
CARD READER	42 INCH
THERMOSTAT	60 INCH
EXIT LIGHT WALL MOUNTED	MAX 90 INCH
SAFETY SWITCH	72 INCH TO HANDLE
PANELBOARD	72 INCH TO TOP CB
MANUAL MOTOR STARTER	48 INCH
PUSH BUTTON	48 INCH



ELECTRICAL GENERAL NOTES	
EGN-1	REFER TO MECHANICAL DRAWINGS FOR EXACT LOCATIONS MECHANICAL EQUIPMENT AND DEVICES.
EGN-2	ELECTRICAL EQUIPMENT IS SPECIFIED BY MAKE AND MODEL NUMBER TO ESTABLISH A LEVEL OF QUALITY, DIMENSIONAL LIMITATIONS, AND PERFORMANCE CHARACTERISTICS UNLESS OTHERWISE NOTED. PRODUCTS OF OTHER MANUFACTURERS MAY BE FURNISHED. HOWEVER THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE SAME OR BETTER LEVEL OF QUALITY. DIMENSIONAL LIMITATIONS: AND PERFORMANCE CHARACTERISTICS.
EGN-3	UNLESS OTHERWISE NOTED, ALL WORK IN FINISHED OCCUPIED AREAS SHALL BE CONCEALED ABOVE CEILING, IN WALL AND/OR IN CHASES. ALL RACEWAYS IN BOILER ROOM AND PENTHOUSE SHALL BE EXPOSED.
EGN-4	ALL MATERIAL AND EQUIPMENT SHALL BE U.L. LISTED AS SUITABLE FOR THE LOCATION AND ENVIRONMENT FOR WHICH IT IS USED AND SHALL MEET MCPS REQUIREMENTS.
EGN-5	ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF NEC AND ALL OTHER APPLICABLE CODES.
EGN-6	ALL EQUIPMENT AND WIRING THAT MAY REQUIRE SERVICING SHALL BE COMPLETELY ACCESSIBLE UPON COMPLETION OF PROJECT. JUNCTION BOXES AND PULL BOXES SHALL BE INSTALLED WHEREVER REQUIRED FOR A COMPLETE INSTALLATION OF BUILDING ELECTRICAL SYSTEMS. SIZE IN ACCORDANCE WITH NEC.
EGN-7	THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES/CONTRACTORS FOR A COMPLETE INSTALLATION OF WORK.
EGN-8	THE CONTRACTOR SHALL THOROUGHLY EXAMINE THE PREMISES AND OBSERVE ALL FIELD CONDITIONS UNDER WHICH THE WORK SHALL BE PERFORMED. CONTRACTOR SHALL VERIFY LOCATION OF ALL EQUIPMENT WITH OTHER TRADES AND OWNER. REQUIRING ELECTRICAL CONNECTIONS, BEFORE ANY ROUGH-IN. ANY DIFFICULTIES IN COMPLYING WITH THE DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF OWNER BEFORE BIDDING.
EGN-9	PROVIDE GROUNDING CONNECTIONS FOR ALL ENCLOSURES, DEVICES AND EQUIPMENT PERMANENTLY AND EFFECTIVELY IN ACCORDANCE WITH NEC AND PROJECT SPECIFICATIONS. PROVIDE GROUNDING CONDUCTOR WITH EACH BRANCH CIRCUIT.
EGN-10	EACH PENETRATION THROUGH WALLS, CEILINGS AND FLOORS SHALL BE SEALED IN ACCORDANCE WITH ALL APPLICABLE CODES, AND PROJECT SPECIFICATIONS. SEALANT SHALL BE COMPATIBLE WITH WALL, FLOOR AND ROOF CONSTRUCTION AND/OR THEIR ASSOCIATED FIRE RATINGS IN ACCORDANCE WITH IBC AND NFPA.
EGN-11	UNLESS OTHERWISE NOTED, ALL WIRING CONDUCTORS SHALL BE COPPER, TYPE THWN/THHN INSULATION, RATED FOR 90 DEGREE C. AND IN METALLIC RACEWAYS.
EGN-12	DRAWINGS ARE DIAGRAMMATIC AND ARE INTENDED TO INDICATE THE GENERAL ARRANGEMENT. THEY ARE NOT INTENDED TO SHOW ALL DETAILS OF CONSTRUCTION OR EXACT LOCATIONS OF THE WORK.
EGN-13	ALL OVERCURRENT PROTECTION DEVICES USED FOR MECHANICAL EQUIPMENT PROTECTION SHALL BE HACR RATED. CONTRACTOR SHALL VERIFY WIRE SIZES, C/B AND FUSE RATINGS FOR ALL HVAC EQUIPMENT, AND BRING TO THE ATTENTION OF THE ARCHITECT ANY DISCREPANCIES AFFECTING THE WORK PRIOR TO PROCEEDING.
EGN-14	THE CORRECT NUMBER OF WIRES MAY NOT BE INDICATED FOR ALL CIRCUITS. ONLY THOSE WHERE CLARIFICATION IS NECESSARY. PROVIDE ALL WIRES NECESSARY FOR THE PROPER FUNCTION OF THE SYSTEM WHETHER INDICATED ON DRAWINGS OR NOT.
EGN-15	CONDUCTORS SHALL BE INSTALLED CONTINUOUS BETWEEN DEVICES, WITH SPLICES LOCATED ONLY IN JUNCTION BOXES OR IN CABINETS. CONDUCTORS SHALL BE OF SUFFICIENT LENGTH TO REACH THE FARTHEST TERMINAL IN PANELS. A MINIMUM OF 6" LOOPS SHALL REMAIN WHERE CONNECTIONS OR TAPS ARE TO BE MADE IN BRANCH CIRCUIT WIRING.



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

SEAL

Professional Certification. I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 16652, expiration date 04/04/2024.

CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p: 301.523.5012

PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

KEY PLAN

NO.	DESCRIPTION	DATE
9	100% CONSTRUCTION DOCUMENTS	11/01/2022

DRAWING

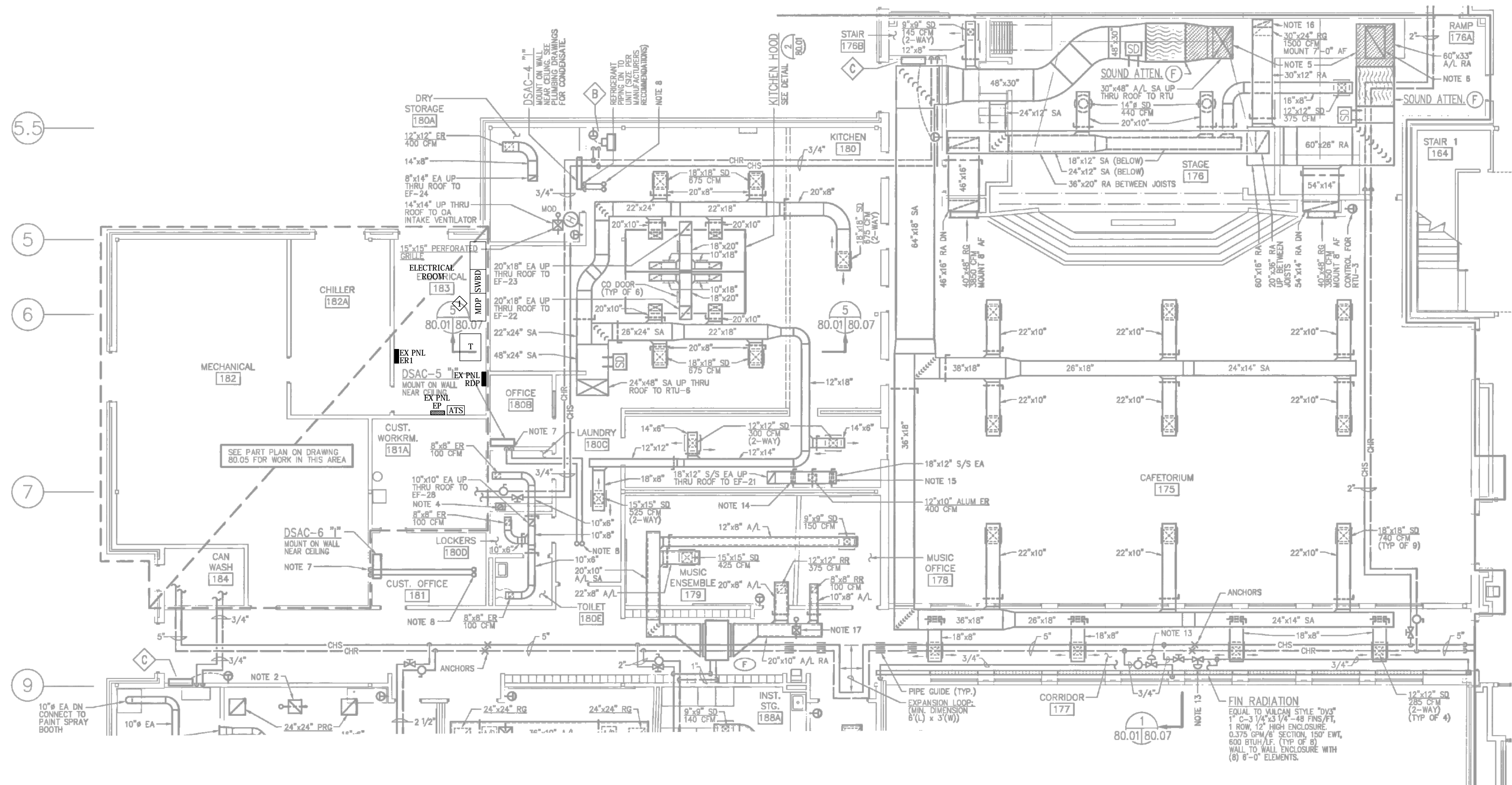
ELECTRICAL LEGEND  
AND GENERAL NOTES

DRAWN BY	VH
CHECKED BY	PG
PROJECT NO.	202115
SCALE	NONE
SHEET	

E1.0



FILE NAME: \\Building Dynamics\Jim Bailey\32-005 Murray Hill Middle School - West\E2.1 First Floor Westinghouse LOTTED.dwg, Nov 17, 2022 @ 12:49pm



FIRST FLOOR PLAN - WEST - ELECTRICAL  
SCALE: 1/8" = 1' - 0"

1

SPECIAL NOTES

- EX 2000 AMP, 480V/277 VOLT SWITCHBOARD SHALL REMAIN. USE EXISTING 100 AMP BREAKER TO SERVE NEW PANEL AS SHOWN ON PARTIAL POWER RISER DIAGRAM ON DRAWING E4.1



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

Professional Certification. I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 18652, expiration date 04/04/2024.

CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

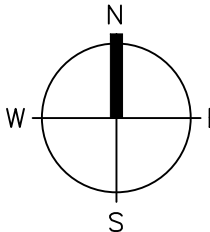
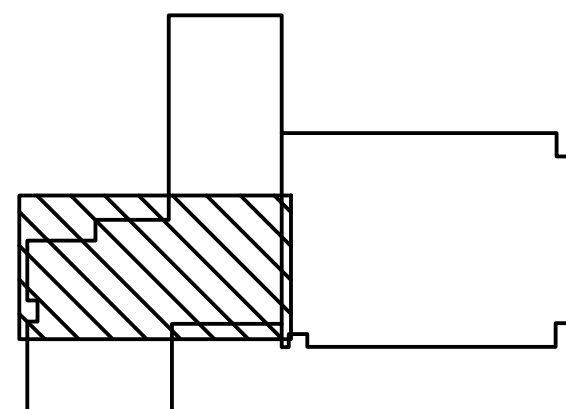
ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p: 301.523.5012

PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

KEY PLAN



NO.	DESCRIPTION	DATE
1	100% CONSTRUCTION DOCUMENTS	11/21/2022

DRAWING

FIRST FLOOR PLAN -  
WEST - ELECTRICAL

DRAWN BY	PG
CHECKED BY	PG
PROJECT NO.	202201
SCALE	1/8"=1'-0"
SHEET	

1 E2.1





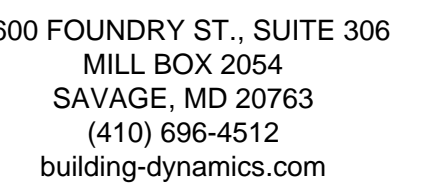


REAL

**Professional Certification.** I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 18652, expiration date 04/04/2024.

## CONSULTANTS

MECHANICAL ENGINEERS



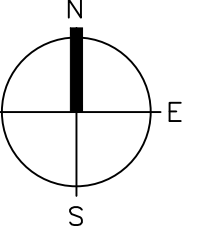
ELECTRICAL ENGINEERS

AULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p: 301.523.5012

PROJECT

**MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION**  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

## Y PLAN



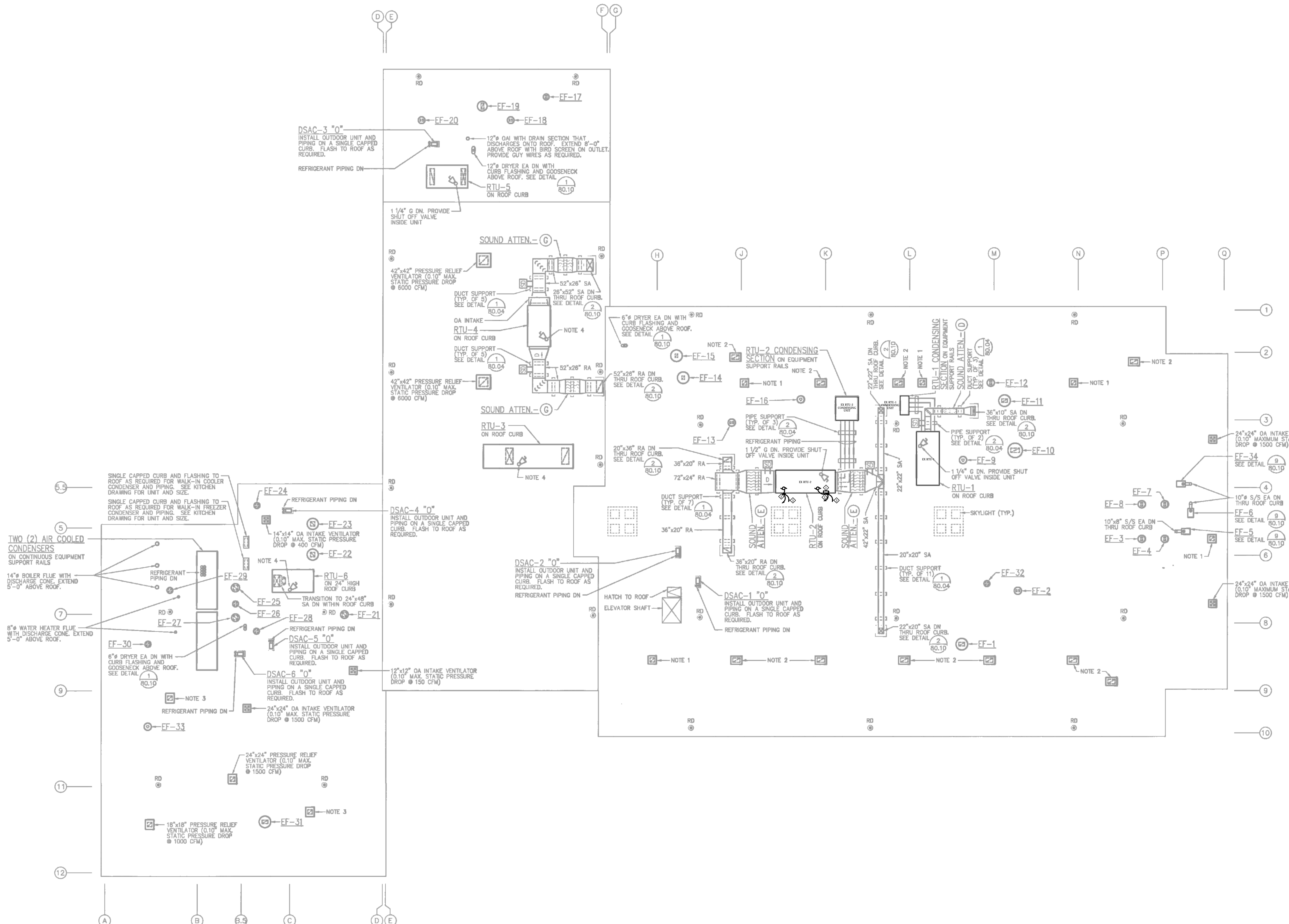
	100% CONSTRUCTION DOCUMENTS	11/21/2022
	DESCRIPTION	DATE

DRAWING

## ROOF PLAN - ELECTRICAL

AWN BY	PG
CHECKED BY	PG
OBJECT NO.	202201
SCALE	1/8"=1'-0"
SHEET	

## E2.3



## ROOF PLAN - ELECTRICAL

SCALE: 1/16" = 1' - 0"

1/16" = 1'-0"

16' 8' 0' 16' 32' 48'

1




FILE NAME: \\Building Dynamics (dm-baby)\32-005 Murray Hill MS\Legend and Schedules\Legend and Schedules.dwg PLOTTED: Thu, Nov 17, 2022 @ 11:42am

PANELBOARD:	M2	BUS RATING:	100 AMP	MAIN O.C. DEVICE OR MLO:	MCB 100 AMP
MINIMUM AIC:	14,000	VOLTS:	480Y/277	PHASE (S):	3
ENCL. NEMA:	1	MOUNTING:	SURFACE	BRANCH CIRCUIT DEVICE:	CIRCUIT BREAKER
LOCATION:	ELECTRICAL ROOM 241 - SECOND FLOOR		NOTES: NEW PANEL SERVED FROM SWITCHBOARD (MDP)		

ITEM DESCRIPTION	WIRES	GND	C	CB P TA	CT	BUS A B C	CT	CB P TA	WIRES	GND	C	ITEM DESCRIPTION		
EDH 2-5 (VAV 2-5) & EDH 2-6 (VAV 2-6)	2#12	1#12	3/4"	1	15	1	1800 3333	2	3	20	3#12	1#12	3/4"	DUCT HEATER EDH 1-1 (RTU-1) (10KW)
SPARE	-	-	-	1	15	3	3333	4	-	-	-	-	-	
EDH 2-13 (VAV 2-13)	2#12	1#12	3/4"	1	15	5	1900 3333	6	↓	↓	-	-	-	↓
SPARE	-	-	-	1	20	7	1900	8	1	15	2#12	1#12	3/4"	EDH 2-1 (VAV 2-1)
SPARE	-	-	-	1	20	9	2400	10	1	15	2#12	1#12	3/4"	EDH 2-4 (VAV 2-4)
SPARE	-	-	-	1	20	11	1500	12	1	15	2#12	1#12	3/4"	EDH 2-2 (VAV 2-2) & EDH 2-3 (VAV 2-3)
VFD - RF2 (RTU-2) - 3HP	3#12	1#12	3/4"	3	15	13	1335	14	1	15	-	-	-	SPARE
	-	-	-		15		1335	16	1	15	-	-	-	SPARE
↓	-	-	-		17		1335	18	1	15	-	-	-	SPARE
SPARE	-	-	-	3	15	19		20	1	-	-	-	-	SPACE
	-	-	-		21			22	1	-	-	-	-	SPACE
↓	-	-	-		23			24	1	-	-	-	-	SPACE
SPACE	-	-	-	1	-	25		26	1	-	-	-	-	SPACE
SPACE	-	-	-	1	-	27		28	1	-	-	-	-	SPACE
SPACE	-	-	-	1	-	29		30	1	-	-	-	-	SPACE

CONNECTED LOADS (VA)      A: 8368    B: 7068    C: 8068      TOTAL (VA): 23504      AMP: 28.4

EX 110 AMP, 3 POLE RTU-2 CONDENSING UNIT												
PANELBOARD:	L2A		BUS RATING:		400 AMP		MAIN O.C. DEVICE OR MLO:		MLO			
MINIMUM AIC:	-		VOLTS:		480Y/277		PHASE (S):		3		WIRES: 4+1GW	
ENCL. NEMA:	1		MOUNTING:		SURFACE		BRANCH CIRCUIT DEVICE:		CIRCUIT BREAKER			
LOCATION:	ELECTRICAL ROOM 241 - SECOND FLOOR					NOTES: EX SQUARE D MAKE, NH TYPE PANEL. 						

ITEM DESCRIPTION	WIRES	GND	C	CB	CT	BUS	CT	CB	WIRES	GND	C	ITEM DESCRIPTION		
				P	T		A	B					C	P
EX LIGHTING	-	-	-	1	20	1	-	2	1	20	-	EX LIGHTING		
EX LIGHTING	-	-	-	1	20	3	-	4	1	20	-	EX LIGHTING		
EX LIGHTING	-	-	-	1	20	5	-	6	1	20	-	EX LIGHTING		
EX LIGHTING	-	-	-	1	20	7	-	8	1	20	-	EX VAV - RM 214, T20		
EX SPACE	-	-	-	1	-	9	-	10	1	15	-	EX VAV - RM 243, 229		
EX SPACE	-	-	-	1	-	11	-	12	1	20	-	EX VAV - RM 243		
EX EXH FAN EF-9	-	-	-	3	15	13	-	14	3	15	-	EX EXH FAN EF-11		
↓	-	-	-	↓	15	-	-	16	-	-	-	↓		
↓	-	-	-	↓	17	-	-	18	↓	↓	↓	↓		
EX EXH FAN EF-12	-	-	-	3	15	19	-	20	3	15	-	EX EXH FAN EF-14		
↓	-	-	-	↓	21	-	-	22	-	-	-	↓		
↓	-	-	-	↓	23	-	-	24	↓	↓	↓	↓		
EX RTU#1	-	-	-	3	15	25	-	26	3	30	3#10	1#10	3/4"	VFD - SF2 (RTU-2) 10 HP
↓	-	-	-	↓	27	-	-	28	↓	↓	↓	↓	↓	↓
↓	-	-	-	↓	29	-	-	30	↓	↓	↓	↓	↓	↓
EX 30KVA XFMR	-	-	-	3	60	31	-	32	3	35	-	-	-	EX RTU-1 CONDENSING UNIT
↓	-	-	-	↓	33	-	-	34	-	-	-	-	↓	↓
↓	-	-	-	↓	35	-	-	36	↓	↓	↓	↓	↓	↓

PANELBOARD:	L2B		BUS RATING:		225 AMP		MAIN O.C. DEVICE OR MLO:		MLO	
MINIMUM AIC:	-		VOLTS:		480Y/277		PHASE (S):		3	
ENCL. NEMA:	1		MOUNTING:		SURFACE		BRANCH CIRCUIT DEVICE:		CIRCUIT BREAKER	
LOCATION:	ELECTRICAL ROOM 212 - SECOND FLOOR				NOTES:		EX SQUARE D MAKE, NHEB TYPE PANEL		ⓧ	

ITEM DESCRIPTION	WIRES	GND	C	CB P TA	CT	BUS A B C	CT	CB P TA	WIRES	GND	C	ITEM DESCRIPTION		
EX LIGHTING	-	-	-	1	20	1	-	2	1	20	-	EX LIGHTING		
EX LIGHTING	-	-	-	1	20	3	-	4	1	20	-	EX LIGHTING		
EX LIGHTING	-	-	-	1	20	5	-	6	1	20	-	EX SPARE		
EX LIGHTING	-	-	-	1	20	7	-	8	1	20	-	EX SPARE		
EDH 2-7 (VAV 2-7)	2#12	1#12	3/4"	1	20	9	-	10	1	20	-	EX SPARE		
EX SPARE	-	-	-	1	20	11	-	12	1	20	-	EX VAV RM 224, 221		
EX VAV T-21, HALL 204	-	-	-	3	15	13	-	14	1	20	-	EX VAV RM 208, 246, 247		
↓	-	-	-	-	15	-	-	16	1	-	-	EX SPACE		
↓	-	-	-	↓	17	-	-	18	1	-	-	EX SPACE		
EX EXH FAN EF-3	-	-	-	3	15	19	-	20	3	15	-	EX EXH FAN EF-8		
↓	-	-	-	-	21	-	-	22	-	-	-			
↓	-	-	-	↓	23	-	-	24	↓	↓	-	↓		
EX EXH FAN EF-4	-	-	-	3	15	25	-	26	3	15	-	EX EXH FAN EF-1		
↓	-	-	-	-	27	-	-	28	-	-	-			
↓	-	-	-	↓	29	-	-	30	↓	↓	-	↓		
EX EXH FAN EF-7	-	-	-	3	15	31	-	32	3	15	-	EX EXH FAN EF-10		
↓	-	-	-	-	33	-	-	34	-	-	-			
↓	-	-	-	↓	35	-	-	36	↓	↓	-	↓		
EX 45KVA XFMR	-	-	-	3	90	37	-	38	1	15	2#12	1#12	3/4"	EDH 2-8 (VAV 2-8)
↓	-	-	-	-	39	-	-	40	1	15	2#12	1#12	3/4"	EDH 2-10 (VAV 2-10) EDH 2-12A 6B (VAV 2-12)
↓	-	-	-	↓	41	-	-	42	1	15	2#12	1#12	3/4"	EDH 2-11 (VAV 2-11)

VFD Schedule														
VFD Tag	Servicing	Motor Data				Enclosure Rating	Harmonic Mitigation	Disconnect	Bypass	VFD Isolation Switch	VFD Min. SCCR	Basis of Design	Notes	
		Qty	Phase	Volts	FLA									HP
VFD SF2	SF RTU-2	1	3	460V	14	10	UL Type 1	5% Impedance	Circuit Breaker	FVNR (Vertical)	Yes	100 KA	ABB ACH580	1,2,3,4,5,6,7,8,9,10,11,12
VFD RF2	RF RTU-2	1	3	460V	4.8	3	UL Type 1	5% Impedance	Circuit Breaker	FVNR (Vertical)	Yes	100 KA	ABB ACH580	1,2,3,4,5,6,7,8,9,10,11,12
Notes:														
1. At minimum, VFD shall include 5% impedance via 5% AC line reactor or dual DC bus chokes sized to 5% equivalent impedance.														
2. Provide UL1449 surge suppression device.														
3. VFD shall include alpha-numeric keypad interface, with display in plain English. (Displays relying solely on codes are not acceptable).														
4. Provide internal EMI/RFI filter per IEC 61800-3. VFD input Amps shall not exceed VFD output Amps.														
5. VFD shall be BTL Listed for BACnet MS/TP, and also include Modbus and N2.														
6. VFD shall include real time clock with battery backup (include 10 year battery).														
7. Phase Loss Protection & Broken Belt (loss of load) indication while in Bypass.														
8. Bypass Contactors shall be powered by Switch Mode Power supply, allowing +30% to -30% Input Voltage Tolerance. (120V CPT not allowed).														
9. VFD and Bypass shall both include BACnet MS/TP, Damper Control and Fireman's override functionality.														
10. Bypass operation to auto-reset after a brown out condition.														
...														

- SPECIAL NOTES:
- PROVIDE NEW 15 AMP, 480 VOLT, 1 POLE BREAKER IN EXISTING SPACES.
  - NEW BREAKER SHALL HAVE AIC EQUAL OR GREATER THAN THE AIC OF EXISTING BREAKERS IN THE PANEL.
  - UP DATE PANELBOARD DIRECTORY TO REFLECT THE CHANGES MADE UNDER THIS CONTRACT.



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

Professional Certification. I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland, License Number 16652, expiration date 04/04/2024.

CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p: 301.523.5012

PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

KEY PLAN

100% CONSTRUCTION DOCUMENTS 11/01/2022

NO. DESCRIPTION DATE

DRAWING

ELECTRICAL  
SCHEDULES

DRAWN BY VH

CHECKED BY PG

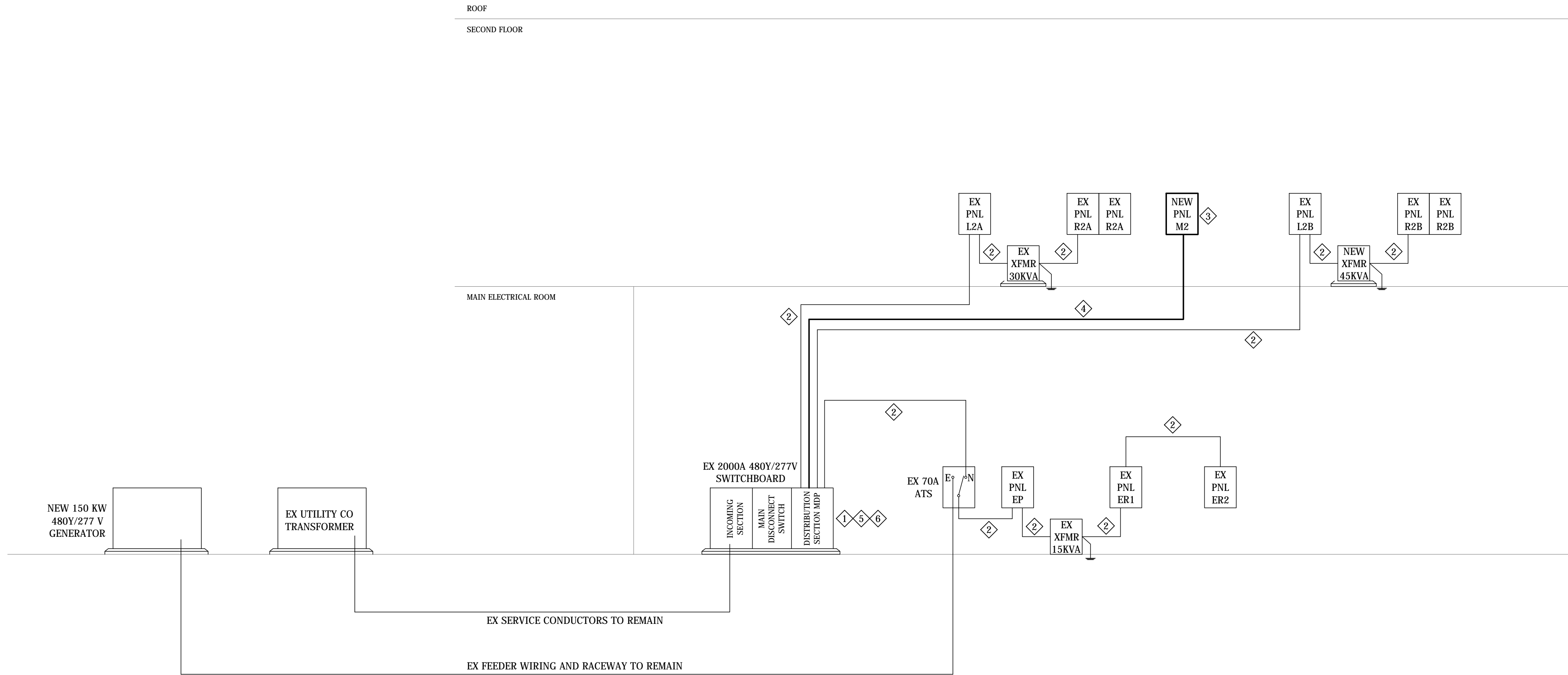
PROJECT NO. 202115

SCALE NONE

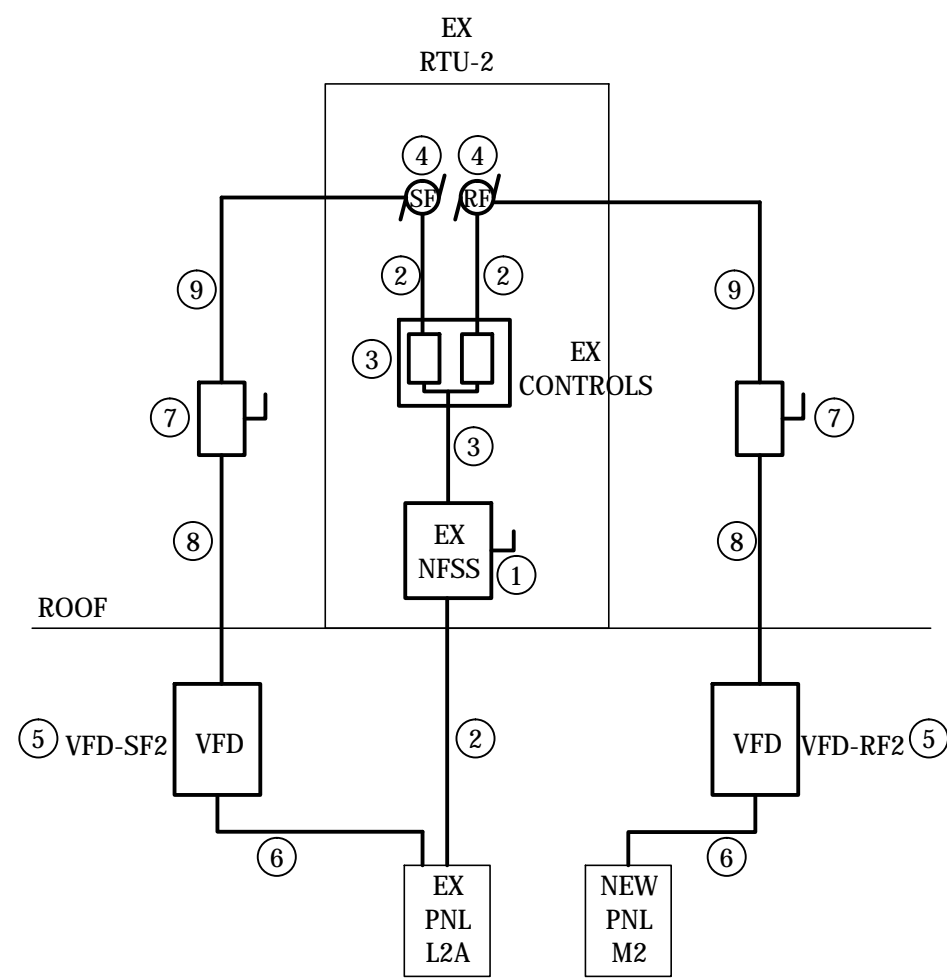
SHEET

E3.1

FILE NAME: X:\Building Dynamics\125-005 Murray Hill MS\Legend and Schedules.dwg PLOTTED: Thu, Nov 17, 2022 @ 12:30pm



PARTIAL POWER RISER DIAGRAM  
NOT TO SCALE



ELECT CLOSET - 2ND FL

FIRST FL

PARTIAL ONE LINE DIAGRAM - RTU-2  
NOT TO SCALE

① SPECIAL NOTES

1. DISCONNECT AND REMOVE DISCONNECT SWITCH. COVER THE OPENING WITH NEMA 4 PLATE WITH SCREWS.
2. DISCONNECT AND REMOVE WIRING AND RACEWAY.
3. DISCONNECT AND REMOVE THE EXISTING CONTROLS AND WIRING TO DISCONNECT SWITCH.
4. MOTOR REPLACED UNDER MECHANICAL. REFER TO MECHANICAL DRAWINGS.
5. PROVIDE NEW VFD. REFER TO SCHEDULE.
6. PROVIDE NEW BRANCH CIRCUIT WIRING. REFER TO PANEL SCHEDULES.
7. PROVIDE NEW NON FUSED DISCONNECT SWITCH WITH CONTACTS. REFER TO ROOF PLAN.
8. PROVIDE VFD CABLE WIRING IN RACEWAY TO MATCH WITH BRANCH CIRCUIT WIRING. PROVIDE CONTROL WIRING BETWEEN VFD AND DISCONNECT SWITCH.
9. PROVIDE VFD CABLE WIRING IN RACEWAY TO MATCH WITH BRANCH CIRCUIT WIRING.

① SPECIAL NOTES

1. EX 2000 AMP, 480V/277 VOLT SWITCHBOARD SHALL REMAIN.
2. EX FEEDER WIRING AND RACEWAY SHALL REMAIN.
3. PROVIDE NEW PANEL AS DESIGNATED. REFER TO PANEL SCHEDULE ON DRAWING E3.1.
4. PROVIDE 4#1 AWG AND 1#6 GROUND WIRE - 1 1/2" RACEWAY.
5. USE EXISTING 100 AMP, SPARE BREAKER IN CIRCUIT C4 TO SERVE NEW PANEL M2.

EXISTING 2000 AMP, 480V/277 VOLT, 3 PHASE, 4 WIRE, SQUARE D MAKE, QED POWER STYLE SWITCHBOARD

SECTION A	SECTION B	SECTION C DISTRIBUTION PANEL MDP	
BGE INCOMING			EX 800A ELEV <sup>(c2)</sup>
			100A PNL M2 <sup>(c4)</sup>
			EX 125A SPARE <sup>(c5)</sup>
			EX 150A PNL L1B <sup>(c8)</sup>
			EX SPACE <sup>(c10)</sup>
			EX 175A PNL KA <sup>(c12)</sup>
			EX 250A PNL L2A <sup>(c14)</sup>
			EX SPACE <sup>(c16)</sup>
			EX 400A 225KVA XFMR <sup>(c17)</sup>
			EX 175A PNL GL <sup>(c20)</sup>
	GFI PROTECTION EX METERS 2000A MAIN DISCONNECT		EX 150A PNL L2B <sup>(c22)</sup>
			EX SPACE <sup>(c23)</sup>
			EX SPACE <sup>(c25)</sup>
			EX SPACE <sup>(c27)</sup>
			EX 1000A PNL L1A <sup>(c28)</sup>
			EX 700A ATS <sup>(c29)</sup>

ELEVATION - EXISTING SWITCHBOARD ①  
NOT TO SCALE



Howard County Public School System  
9020 Mendenhall Court  
Columbia, MD 21045

SEAL

Professional Certification. I certify that these documents were prepared or approved by me, and that I am a duly licensed engineer under the laws of the State of Maryland. License Number 16652, expiration date 04/04/2024.

CONSULTANTS

MECHANICAL ENGINEERS



8600 FOUNDRY ST., SUITE 306  
MILL BOX 2054  
SAVAGE, MD 20763  
(410) 696-4512  
building-dynamics.com

ELECTRICAL ENGINEERS

PAULCO ENGINEERING, INC.  
14211 MEADOW LAKE DRIVE  
GLENELG, MD 21737  
p: 301.523.5012

PROJECT

MURRAY HILL MIDDLE SCHOOL  
CONTROLS UPGRADE & AIR-HANDLING  
UNIT CONVERSION  
9989 WINTER SUN ROAD  
LAUREL, MD 20723

KEY PLAN

9	100% CONSTRUCTION DOCUMENTS	11/01/2022
NO.	DESCRIPTION	DATE

DRAWING

PARTIAL POWER RISER  
DIAGRAMS AND  
DETAILS

DRAWN BY	VH
CHECKED BY	PG
PROJECT NO.	202115
SCALE	NONE
SHEET	

E4.1