

CONTRACT BIDDING DOCUMENTS

FOR

**HEATING SYSTEM UPGRADE
AT
KING PHILIP MIDDLE SCHOOL**

BID # 200021



INFORMATION
**HEATING SYSTEM UPGRADE AT
KING PHILIP MIDDLE SCHOOL**

100 King Philip Dr
West Hartford, CT 06117
BID#200021

ARCHITECT
LUCIAN DRAGULSKI, PE
BEMIS ASSOCIATES LLC
185 MAIN STREET
FARMINGTON, CT 06032

PROJECT MANAGER
MICHAEL R. LONGO,
FACILITIES MANAGER

ALL QUESTIONS TO
PURCHASING SERVICES
TAMMY BRADLEY
SR. BUYER

All questions must be submitted in writing and emailed to tammyb@westhartfordCT.gov, at least seven calendar days prior to the date established for the opening of bids. Please do not call the Engineer/ Architect, Project Manager or Purchasing Office with questions.

00101

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PROJECT NARRATIVE

The Town of West Hartford is seeking a qualified contractor to do remove an existing steam heating system and install a new hot water heating system as indicated in the engineer's documents. This project will be located at King Philip Middle School, 100 King Philip Drive, West Hartford. This project will take two years to complete and will be designated Phase I and Phase II. Work must be coordinated with the occupants as not to interfere with their normal business routine and is anticipated to be substantially completed by October 1st and completed October 15th in both successive years. The school is to have heat either steam or water during the heating system. The work area must be kept cleaned and free of hazards at all times.

The Scope of Work

- See Attached Engineers Drawings and Bid Document Package
- It is anticipated the construction will take place in areas not occupied by students while school is in session. There will be no disruptions to the school and any work requiring a potential disruption will be scheduled off hours.

Any areas disturbed by construction shall be repaired and painted to match existing conditions.

All work must conform to all Federal, State and Local codes.

Mechanical Permits will be the responsibility of the contractor. Fee is waived.

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General

1. Contractor, Supervisory, and Trades personnel will be required to be familiar with and adhere to the Project Work Rules. Failure to comply with the Work Rules may result in being banned from the project site.
2. The Contractor shall take direction only from the Capital Project Manager or their representative.
3. All construction activities that are disruptive to school operations (due to noise, vibration, dust, orders, etc.) shall occur outside regular school instructional hours.
4. Contractors shall not use Town-owned dumpsters for refuse disposal unless given prior written permission from the Town's capital projects manager.
5. No entry into the building is allowed without prior permission of the Town. When entry is granted each individual must sign in at the main office and obtain a visitor's badge.
6. Have staff available on site to receive and upload your materials whenever deliveries are made. If Contractor staff is not available the delivery will be refused.
7. The Contractor shall maintain, at the site, one copy of the drawings, specifications, addenda, change orders and other modifications, in good order and marked currently; and one copy of approved shop drawings, product data, samples and similar required submittals.
8. Maintain complete files of Material Safety Data Sheets (MSDS) on the jobsite.
9. The Owner does not provide secure storage for the Contractor's materials and tools.

Foreman/Supervisory Personnel

1. The Trade Foreman/Superintendent must be on the jobsite whenever their staff is on site. This includes subcontractor personnel.

All Contractor Personnel

1. Contractors, subcontractors, and all their personnel shall wear a uniform with the company's logo while on site.
2. For individuals working in school buildings or on school sites, the Contractors must conduct a criminal background check. Prior to working in any school building, the Contractor shall provide verification that their employees and subcontractors do not appear on any Sex Offender Registry.
3. Job hours are 7:00 AM to 3:30 PM for first shift and 3:30 PM to 11:00 PM for second shift. Additional time may be subject to custodial overtime charges of approximately \$40.00 per hour.

4. Materials deliveries or movement of construction vehicles is not permitted among buses and students during drop-off of pickup times 8:00-8:45 AM & 3:15-3:45 PM Monday, Tuesday, Thursday, Friday and 1:45-2:15 PM on Wednesday. Times vary among elementary, middle and high school and will be confirmed with the Contractor.
5. No alcohol or controlled substances are allowed on the school property.
6. No smoking is allowed within the building or on the school property.
7. No food is to be eaten in the building. All food-related trash is to be removed from the site at the end of each day.
8. Use of radios and other amplified sound systems is disruptive to building occupants and is not permitted during classroom instructional hours.
9. Clean up all work areas daily. Keep the job clean and debris free.
10. Coordinate your work with the work of other trades. Check preceding work prior to starting new work. Do not proceed unless preceding work is completely acceptable.
11. Protect your work at all times from damage.
12. Park in designated areas only. Keep parking areas accessible for emergency vehicles. Privately owned vehicles are not permitted in areas of construction.
13. Passenger elevators are not to be used by Contractors for transporting materials.

Safety

1. All work activities are to be planned with Safety as the #1 priority.
2. A copy of the Contractor's safety program shall be present at job site.
3. A first aid kit appropriate to the size of the work crew is to be provided by the Contractor
4. Appropriate fire extinguishing supplied by the Contractor shall be present at the work area.
5. All personnel in work areas will have, at a minimum, hard hats, safety glasses, work shoes, shirts with sleeves, and long pants. Hard hats have to have company and employees name.
6. No interruption of building services (e.g. power, water, fire alarm intercom, ventilation, heating, cooling, etc.) without prior coordination with, and permission from, the Owner.
7. No use of any tools, equipment or supplies, other than those supplied by the Contractor.

§ 123-2

NOISE

- L. Noise created as a result of or relating to an emergency.
- M. Noise generated by construction activity shall be exempted between the hours of 7:00 a.m. to one hour after sundown, Monday through Saturday.
- N. Noise created by blasting other than that conducted in connection with construction activities shall be exempted, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. local time at specified hours previously announced to the local public or provided that a permit for such blasting has been obtained from local authorities.
- O. Noise created by on-site recreational or sporting activity which is sanctioned by the state or local government, provided that noise discharged from exhausts is adequately muffled to prevent loud and/or explosive noises therefrom.
- P. Patriotic or public celebrations not extending longer than one calendar day.
- Q. Noise created by aircraft.
- R. Noise created by products undergoing test, where one of the primary purposes of the test is the evaluation of product noise characteristics and where practical noise control measures have been taken.
- S. Noise generated by transmission facilities, distribution facilities and substations of public utilities providing electrical powers, telephone, cable television or other similar services and located on property which is not owned by the public utility and which may or may not be within utility easements.

INVITATION TO BID

Sealed bids marked “**HEATING SYSTEM UPGRADE AT KING PHILIP MIDDLE SCHOOL BID# 200021**” will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until **2:00** on **April 1, 2020** at which time they will be publicly opened and read.

Plans and specifications are available for downloading at www.westhartfordct.gov/bids. Any questions concerning this request for bid shall be addressed to the Purchasing Agent at the address above.

A pre-bid conference will be held on March 18, 2020 at 2:00 PM at King Philip Middle School, 100 King Philip Dr., West Hartford, CT at which time questions concerning the project will be answered. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team.

All Bidders must file with their bid a bid bond, certified or treasurer's check in the amount of 10% of the total of the base bid made payable to the Town of West Hartford.

Performance and Labor and Material Payment bonds in the amount of 100% of the contract price will be required of the successful bidder if the contract pursuant to this request for bids exceeds \$50,000.00.

No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.

The right is reserved to reject any and all bids, to waive any informalities in the bidding and to make awards in any manner that is the most beneficial to the Town.

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, www.westhartfordct.gov/gov/departments/purchasing/bid_results a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure.

TOWN OF WEST HARTFORD
PETER PRIVITERA
PURCHASING AGENT

AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

HEATING SYSTEM UPGRADE AT KING PHILIP MIDDLE SCHOOL BID#200021
100 KING PHILIP DRIVE
WEST HARTFORD, CT 06117

THE OWNER:

(Name, legal status and address)

TOWN OF WEST HARTFORD
50 SOUTH MAIN STREET
WEST HARTFORD, CT 06107

THE ARCHITECT:

(Name, legal status and address)

LUICIAN DRAGULSKI PE, LEED, AP
BEMIS ASSOCIATES LLC
185 MAIN STREET
FARMINGTON, CT 06032

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.

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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, or in other Contract Documents are 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. 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.

§ 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 Architect at least seven days prior to the date for receipt of Bids.

§ 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

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

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

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 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 four 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.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 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 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 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.

§ 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. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, 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.

§ 4.2.3 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.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 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.

§ 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 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 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

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 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 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 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 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 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.

§ 6.3.4 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

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 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.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the 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, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 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.

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, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

INSTRUCTIONS TO BIDDERS

AIA Document A701, "Instructions to Bidders", 1997 Edition, American Institute of Architects, Articles 1 through 8, are bound herein and are hereby made a part of the Contract Documents, and shall apply to all Contractors and Subcontractors.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Certain Articles of the AIA Instructions to Bidders are revised or replaced by requirements of the Supplementary Instructions, listed below. Such revisions are replacements and shall take precedence over the AIA Instructions to Bidders.

The Following Articles, revised paragraphs, and clauses have the same numerical designations occurring in the AIA Instructions to Bidders, and all additions follow in direct numbered sequence.

Article 1 - Definition

- 1.3 Delete paragraph 1.3 in its' entirety and substitute the following: Addenda are written or graphic instruments issued by the Architect and distributed by the Owner prior to the bid opening which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

Article 2 - Bidder's Representation

Add the following as paragraphs 2.2 and 2.3

- 2.2 A pre-bid conference may be held prior to bidding, at which time all interested parties are requested to attend. The intent of the project and Bidding Documents will be discussed. There will be a question and answer period, during which time prospective bidders are invited to request clarification or interpretation of any and all parts of the Bidding Documents. See Invitation to Bid for date, time, and location of Conference.
- 2.3 Guided tours of the Project Site, at the discretion of the owner, may be conducted prior to the pre-bid conference. Questions and or requests for clarification will not be addressed while the tour is being conducted.

ARTICLE 3 - BIDDING DOCUMENTS

- 3.1.1: Delete second sentence and substitute with the following:

Refer to instructions on Invitation to Bid Page 00201-1.

3.1.2: Delete Paragraph 3.1.2.

3.2.2: Delete the word "Architect" and substitute the word "Owner".

3.3.4: Delete paragraph 3.3.4 in its entirety and substitute with the following:

After the award of the Contract, no substitutions will be considered for the brands specified, except upon written request of the Contractor and written approval by the Architect and Owner. Substitutions shall be submitted in accordance with the requirements listed in Article 3.3.2.

3.3.5: Add new paragraph 3.3.5 as follows:

Approval by the Owner and the Architect of any such substitution shall not relieve the Contractor requesting the substitution of any responsibility for additional costs incurred by other trades for changes made necessary to accommodate the substituted item.

3.4.1: Delete paragraph 3.4.1 in its' entirety and substitute with the following:

Addenda will be issued by the Owner and will be mailed to all who are known by the Owner to have received a completed set of Bidding Documents.

ARTICLE 4 - BIDDING PROCEDURES

4.1.6: Add the following words to the beginning of paragraph - "Unless otherwise provided in the Contract Bidding Documents".

4.1.7: Delete paragraph 4.1.7 in its' entirety and substitute with the following:

Each copy of the Bid shall include the legal name of the bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. 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, if the Owner so requests, 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.

4.2.2: Delete paragraph 4.2.2 in its' entirety and substitute with the following:

Surety Bonds shall be written on forms substantially similar in content to AIA Document A310, and executed by a company authorized to transact business within the State of Connecticut, 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 his power of attorney.

ARTICLE 5 - CONSIDERATION OF BID

5.1.1: Add new paragraph 5.1.1 as follows:

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening must submit with their bid a self addressed stamped envelope and note requesting a copy of the bid results. **BIDDERS CALLING THE PURCHASING OFFICE FOR BID RESULTS WILL BE REFERRED TO THE ABOVE PROCEDURE.**

5.3.1: Delete 1st sentence and substitute the following:

It is the intent of the Owner to award a Contract to the bidder providing the best value to the Owner and is in accordance with requirements of the Bidding Documents and does not exceed the funds available.

5.3.3: Add new paragraph 5.3.3 as follows:

The Owner in awarding the Contract shall be guided by pertinent provisions of the "Town Charter" and "Code of Ordinances".

5.3.4: Add new paragraph 5.3.4 as follows:

A Bid may be rejected if the Bidder cannot show that he has the necessary supervisory staff, labor, capital, materials, machinery and resources to commence the work at the time prescribed and thereafter to prosecute and complete the Work at the rate or time specified; and that he is not already obligated for other work which would delay the commencement, prosecution, or completion of this work. A Bid may also be rejected if the bidder has previously failed to complete a contract within the time required, had previously performed similar work in an unsatisfactory manner, or in the judgment of the Owner is deemed unable to satisfactorily perform the Work.

5.3.5: Add new paragraph 5.3.5 as follows:

Prior to the award of a Contract, if so requested, Bidders must present satisfactory evidence that they have been regularly engaged in the business of doing such Work as they propose to execute and that they are prepared with the necessary supervisory staff, labor, capital, materials, and machinery, resources and responsibilities to conduct and complete the work to be contracted for in accordance with the Contract Documents and to begin it promptly when ordered.

ARTICLE 6 - POST BID INFORMATION

6.3.3: Delete paragraph 6.3.3 in its' entirety and substitute with the following:

Prior to the award of the Contract, the Owner will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has a reasonable objection to any such proposed person or entity. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity. In the event of withdrawal under this sub-paragraph, Bid Security will not be forfeited, notwithstanding the provisions of Paragraph 4.4.1.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1.1: Delete paragraph 7.1.1 in its' entirety and substitute with the following:

If the amount of the Contract to be awarded is Fifty Thousand Dollars (\$50,000) or more, the successful Contract Bidder shall furnish and pay for Surety in the full amount of the Contract. This Bond shall provide 100% security for faithful performance and for payment of all persons performing labor or furnishing materials in connection with this Contract and shall be executed by a company authorized to transact business within the State of Connecticut.

The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

7.2.1: Delete paragraph 7.2.1 and substitute the following:

The Bidder shall deliver the required bonds to the Owner prior to execution of a contract and not later than (5) five days from notice of the Owner's intent to award the Contract to the bidder.

ARTICLE 9 - SUPPLEMENTARY INSTRUCTIONS

9.1: Add new paragraph 9.1 as follows:

9.1.1 - The Contractor shall agree that, except in the case of bona fide occupational qualification or need, neither he nor his Subcontractors and/or agents will refuse to hire or employ, or will bar or discharge from employment, or will otherwise discriminate against any individual in compensation or in terms, conditions, or privileges of employment because of race, color, national origin, ancestry, present or past history of mental disorder, mental retardation, or physical disability, including, but not limited to, blindness.

9.1.2 - The Contractor shall further agree that neither he nor his subcontractors and/or agents will discharge, expel, or otherwise discriminate against any person because he/she has opposed any discriminatory employment practice or because he has filed a complaint or testified or assisted in any proceeding under Connecticut General Statutes Sections 46a-82, 46a-83, or 46a-84 or as may be amended.

9.1.3 - The Contractor shall further agree that, except in the case of a bona fide occupational qualification or need, neither he nor his subcontractors and/or agents will advertise employment opportunities in such manner as to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation or physical disability, including, but not limited to, blindness.

9.1.4 - The terms used in paragraphs 9.1.1, 9.1.2, and 9.1.3 shall have the definitions set forth in Connecticut General Statutes Section 46a-51 or as may be amended.

9.1.5 - The Contractor further agrees, for himself, his subcontractors, and agents, not to otherwise discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation or physical disability (including but not limited to blindness) in any manner prohibited by the laws and regulations of the United States, State of Connecticut or Town of West Hartford.

9.2: Add new paragraph 9.2 as follows:

Time: The Contractor to whom this Contract may be awarded, will be required to commence work at the site within ten (10) days of Contract signing unless, otherwise indicated in the sample AIA Standard Form of Agreement Form A101. The work shall be executed diligently thereafter and shall be completed in accordance with the Contract Documents.

9.3: Add new paragraph 9.3 as follows:

The Bidder is directed to the Bid Forms for additional information, instructions, qualifications and requirements.

Bid of _____, BIDDER,
(Name of Bidder)

FOR **HEATING SYSTEM UPGRADE AT KING PHILIP MIDDLE SCHOOL BID# 200021** FOR
THE TOWN OF WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford
Peter Privitera, Purchasing Agent
Purchasing Services

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for **HEATING SYSTEM UPGRADE AT KING PHILIP MIDDLE SCHOOL BID# 200021** in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

- Addendum No. _____ Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any Bid.

It is further understood and agreed that this Bid shall be irrevocable for ninety (90) calendar days after Bid receipt date.

SCHEDULE OF BIDS

1. Base Bid No. 1 for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for **HEATING SYSTEM UPGRADE AT KING PHILIP MIDDLE SCHOOL BID# 200021**

for the lump sum of _____
Dollars (\$ _____)

CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and will provide Substantial completion by **October 1, 2021** and will provide the Project, ready for Final Completion, by **October 15, 2021**.

BIDDER QUALIFICATIONS

- A: If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of _____, having its principal office at _____.
The Principal Officers of said Corporation, with their titles and addresses, are as follows:

All persons interested in the Bid as principals are to be named above.

- B. Bid must be accompanied by either a certified check, treasurer's check or a Bid Bond, as provided in the Invitation to Bid. If a check is enclosed herein, fill out the following:

(Name of Bank) (Address of Bank) (Amount of Check)

- C. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.

- D. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in Insurance Exhibit or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing. (See page #00204-7)
- E. Contract award will be by AIA Agreement Form 101. A copy of the AIA Form 101 is included for the Bidder's information. The parties shall enter into an Agreement in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree. A purchase order shall be issued by the Town subsequent to the execution of the Agreement.
- F. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the Town of West Hartford is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Owner.
- G. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.
- H. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- I. The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

J. The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

1. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

1. Bodily injury, sickness, disease, or death; and/or
2. Damage to or destruction of property, real or personal; and/or
3. Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

2. To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education, and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, West Hartford Board of Education, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

K. Substantial completion must be achieved by **October 1, 2021** and final completion must be achieved by **October 15, 2021**. The Contractor shall pay the Owner liquidated damages in the amount of \$1,000.00 per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

SIGNATURE BY DULY AUTHORIZED
(SEAL)

PRINT OR TYPE NAME

The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

TITLE

DATE

ADDRESS

TELEPHONE

FAX #

E-MAIL

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

If you are not registered with the Town of West Hartford, please go to <https://selfservice.westhartfordct.gov/MSS/Vendors/default.aspx> and select register. Only registered vendors can be awarded the contract.

TO: Town of West Hartford
Peter Privitera
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Privitera:

In accordance with page 00204-3, Paragraph D of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in Article 11 of the Supplementary General Conditions.

Signature
Authorized Agent or Broker

00204-6

INDEMNIFICATION AND INSURANCE EXHIBIT
Indemnification and Insurance Exhibit
Professional Contractor Services w/Envir
King Phillip Middle School

For purpose of this Exhibit, the term "Contractor" shall also include their respective officers, agents, representatives, employees, and contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney's fees), compensations, penalties, fines, liabilities or judgments, on account of or in connection with any death of person or injury, loss or damage to any person, property, or to the environment, arising out of the activity of the type contemplated by this Contract, whether or not said activity complies strictly with the requirements of this Contract and, arises out of or in connection with;
 - a. the violation or breach, by any employee or person acting on behalf of the Contractor of any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or any provision or requirement of the Contract dealing with hazardous substances or protection of the environment; or
 - b. the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee or person acting on behalf of the Contractor; or

- c. the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the Contractor or persons acting on the Contractor's behalf.
- D. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Contractor's Pollution Coverage:** \$3,000,000 each occurrence **project specific limit** / \$6,000,000 aggregate dedicated to work performed under this Contract only, unless otherwise approved by the Town's Risk Manager. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, disposal costs, non-owned disposal sites, defense costs, contractual liability and completed operations for all work performed by or on behalf of the Contractor under the Contract. Policy exclusions or limitations affecting work performed must be deleted. Policy form must be "pay on behalf of rather than "indemnity" and insurance company must have the "right and duty" to defend. The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations. The Contractor shall maintain completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
6. **Professional Environmental Liability Coverage (claims-made):** \$2,000,000 each occurrence / \$2,000,000 aggregate. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs and defense costs for all work performed by or on behalf of the Contractor. Exclusions or limitations affecting work performed must be deleted. Policy form must be "pay on behalf of" rather than "indemnity" and insurance company must have the "right" to defend. The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations. Retroactive date under the policy shall precede the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims for three (3) years after completion of the work to be performed under this Contract.
7. **Valuable Papers and Records Coverage:** \$50,000 limit to reestablish, recreate or restore any and all records, papers, maps, statistics, survey notes and other data, if made unavailable by fire, theft, flood, or any other cause, regardless of the physical location of these insured items.
8. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. **Minimum Scope and Limits:** The Contractor's insurance shall meet the scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor

is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract

3.0 LABOR REQUIREMENTS

Since there are other projects anticipated to be in progress at this location during this time period, ALL BIDS MUST INCORPORATE STATE OF CONNECTICUT PREVAILING WAGE RATES AS PROVIDED IN THIS DOCUMENT. The awarded bidder will be required to pay prevailing wages.

3.01 PREVAILING WAGE RATES

- 3.01.01 The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than FOUR HUNDRED thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.
- 3.01.02 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in CGS 31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- 3.01.03 The contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the contractor is in full compliance with the mandates of CGS 31-53.
- 3.01.04 Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the contractor and any subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The contractor shall not receive any additional compensation from the Owner as a result of an occurrence of the aforementioned event.

Minimum Rates and Classifications for Building

ID# 20-10055

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

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay

Project null

Project Town: West Hartford

State#:

FAP#:

Project: King Philip

CLASSIFICATION	Hourly	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	40.21	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	35.71	33.31 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	30.75	20.84

Project: King Philip Middle

4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.0	20.84
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.25	20.84
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	31.75	20.84
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.5	20.84
4e) Group 6: Blasters, nuclear and toxic waste removal.	33.75	20.84
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.75	20.84
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.03	20.84
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.49	20.84
4i) Group 10: Traffic Control Signalman	18.0	20.84
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	33.53	25.66
5a) Millwrights	34.94	26.19
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.0	27.67+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	53.37	33.705+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00

As of: February 14, 2020

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8) Glazier (Trade License required: FG-1,2)	38.18	21.80 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77
----OPERATORS----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	40.97	24.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	40.64	24.80 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	39.88	24.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	39.48	24.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	38.87	24.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	38.87	24.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	38.2	24.80 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	37.79	24.80 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	37.34	24.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	35.24	24.80 + a

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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	35.24	24.80 + a
Group 12: Wellpoint operator.	35.18	24.80 + a
Group 13: Compressor battery operator.	34.58	24.80 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	33.41	24.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	32.99	24.80 + a
Group 16: Maintenance Engineer/Oiler.	32.32	24.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	36.76	24.80 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	34.26	24.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	34.62	21.80
10b) Taping Only/Drywall Finishing	35.37	21.80
10c) Paperhanger and Red Label	34.12	21.05
10e) Blast and Spray	36.62	21.05
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	43.62	32.06
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	37.6	20.65
14) Roofer (slate & tile)	38.1	20.65
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.98	38.31

As of: February 14, 2020

Project: King Philip Middle

16) Pipefitter (Including HVAC work) 43.62 32.06
(Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1,
G-2, G-8 & G-9)

-----TRUCK DRIVERS-----

17a) 2 Axle	29.51	24.52 + a
17b) 3 Axle, 2 Axle Ready Mix	29.62	24.52 + a
17c) 3 Axle Ready Mix	29.67	24.52 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.72	24.52 + a
17e) 4 Axle Ready Mix	29.77	24.52 + a
17f) Heavy Duty Trailer (40 Tons and Over)	29.98	24.52 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.77	24.52 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	45.57	24.33 + a
19) Theatrical Stage Journeyman	25.76	7.34

As of: February 14, 2020

Project: King Philip Middle

Welders: Rate for craft to which welding is incidental.

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)**
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson**

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

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

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work

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

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

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

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

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

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

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

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

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

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

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

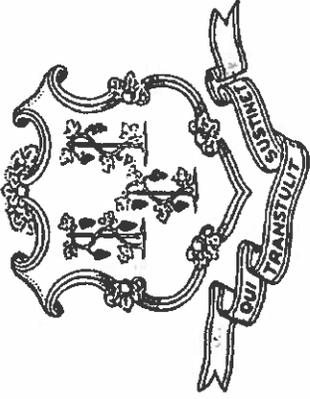
As of: February 14, 2020

Project: King Philip Middle

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

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

As of: February 14, 2020



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

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

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

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

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

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
(In words, indicate day, month and year.)

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

TOWN OF WEST HARTFORD
50 SOUTH MAIN STREET
WEST HARTFORD, CT 06107

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

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

HEATING SYSTEM UPGRADE AT KING PHILIP MIDDLE SCHOOL BID#200021
100 KING PHILIP DRIVE
WEST HARTFORD, CT 06117

The Architect:
(Name, legal status, address and other information)

LUICIAN DRAGULSKI PE, LEED, AP
BEMIS ASSOCIATES LLC
185 MAIN STREET
FARMINGTON, CT 06032

The Owner and Contractor agree as follows.

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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**

EXHIBIT A 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 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.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: October 1, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>Base Bid</u>	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
<u>Base Bid</u>		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages in the amount of \$300.00 (Three Hundred Dollars) per calendar day shall be assess for the failure to achieve Substantial Completion of the work not later than Commencement Date as stated above and Final Completion of the Work also stated above.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the first Friday after the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 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 In accordance with AIA Document ~~A201™-2017~~, ~~A201™-2007~~, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed ~~Work~~; 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 Five percent (5 %).
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- ~~.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified, less retainage of Five percent (5 %);~~

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201-2017~~; ~~A201-2007~~; 2007;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201-2017~~; ~~A201-2007~~; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document ~~A201-2017, A201-2007.~~

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201-2017, A201-2007,~~ and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

0.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201-2017, A201-2007,~~ unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document ~~A201-2017~~, A201-2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document ~~A201-2017~~A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent ~~jurisdiction~~jurisdiction in Hartford County, Connecticut.

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 ~~A201-2017~~A201-2007.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document ~~A201-2017~~A201-2007, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201-2017~~A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Mike Longo, Facilities Manager 860-561-7927
Town of West Hartford
17 Brixton Street
West Hartford, CT 06110

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)



§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, A201-2007, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission)



§ 8.7 Other provisions:



ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- ~~.3 AIA Document A201™-2017, A201™-2007, General Conditions of the Contract for Construction~~
- ~~.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)~~

~~.5~~ .3 Drawings

Number	Title	Date

~~.6~~ COVER

MECHANICAL

M.0.0 MECHANICAL SYMBOL LIST, GENERAL NOTES, AND KEYED NOTES

M.0.1 MECHANICAL SCHEDULES

MD.0.1A TUNNEL PART PLAN WING A MECHANICAL DEMOLITION

MD.0.2A TUNNEL PART PLAN WING A AND CORE AREA MECHANICAL DEMOLITION

MD.1.1A BASEMENT PART PLAN WING A MECHANICAL DEMOLITION

MD.1.2A BASEMENT PART PLAN WING A MECHANICAL DEMOLITION
MD.1.1C BASEMENT PART PLAN CORE AREA MECANICAL DEMOLITION
MD.1.2C BASEMENT PART PLAN CORE AREA MECHANICAL DEMOLITION
MD.1.3C FAN ROOMS PART PLANS CORE AREA MECHANICAL DEMOLITION
MD.1.1B BASEMENT PART PLAN WING B MECHANICAL DEMOLITION
MD.2.1A FIRST FLOOR PART PLAN WING A MECHANICAL DEMOLITION
MD.2.2A FIRST FLOOR PART PLAN WING A MECHANICAL DEMOLITION
MD.2.1C FIRST FLOOR PART PLAN CORE AREA MECHANICAL DEMOLITION
MD.2.2C FIRST FLOOR PART PLAN CORE AREA MECHANICAL DEMOLITION
MD.2.1B FIRST FLOOR PART PLAN WING B MECHANICAL DEMOLITION
M.0.1A TUNNEL PART PLAN WING A MECHANICAL
M.0.2A TUNNEL PART PLAN WING A and CORE AREA MECHANICAL

M.1.1A BASEMENT PART PLAN WING A MECHANICAL
M.1.2A BASEMENT PART PLAN WING A MECHANICAL
M.1.1C BASEMENT PART PLAN CORE AREA MECHANICAL
M.1.2C BASEMENT PART PLAN CORE AREA MECHANICAL
M.1.3C BASEMENT, FIRST FLOOR, AND FAN ROOMS PART PLANS CORE AREA MECHANICAL
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M.3.1 BOILER ROOM DEMOLITION AND NEW WORK PH1 MECHANICAL
M.3.2 BOILER ROOM DEMOLITION AND NEW WORK PH2 MECHANICAL
M.4.1 BOILER ROOM PIPING DIAGRAM DEMOLITION AND NEW WORK PH1 & PH2
M.5.1 MECHANICAL CONTROLS DIAGRAMS
M.6.1 MECHANICAL DETAILS
M.6.2 MECHANICAL DETAILS

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E.0.0 ELECTRICAL GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS
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E.1.2 FIRST FLOOR PART PLAN ELECTRICAL NEW AND DEMOLITION WORK
E.1.3 PENTHOUSE PARTIAL FLOOR PLANS ELECTRICAL NEW WORK
E.2.1 ELECTRICAL BOILER ROOM DEMOLITION AND NEW WORK - PH1
E.2.2 ELECTRICAL BOILER ROOM DEMOLITION AND NEW WORK - PH2

.4 Specifications are those contained in the Project Specifications Document Bid# _____ and are as in Section 9.1.8 below.

Section	Title	Date	Pages

.7-TECHNICAL SPECIFICATIONS

02 07 0 SELECTIVE DEMOLITION
04 50 0 MASONRY RESTORATION
07 19 0 WATER REPELLENTS
20 00 50 GENERAL CONDITIONS FOR MECHANICAL AND ELECTRICAL SYSTEMS
22 05 00 COMMON WORK RESULTS FOR PLUMBING
22 07 00 PLUMBING INSULATION
23 05 48 VIBRATION ISOLATION AND SEISMIC RESTRAINTS
23 05 93 TESTING, ADJUSTING AND BALANCING.
23 07 00 MECHANICAL INSULATION

- 23 09 23 TEMPERATURE CONTROLS
- 23 09 93 SEQUENCE OF OPERATIONS FOR HVAC CONTROLS
- 23 50 00 HEATING EQUIPMENT
- 23 51 33 BREECHING, CHIMNEY AND STACKS FOR CONDENSING APPLIANCES
- 26 00 00 GENERAL ELECTRICAL
- 26 05 00 BASIC ELECTRICAL MATERIALS & METHODS
- 26 29 23 VARIABLE FREQUENCY DRIVES FOR HVAC APPLICATIONS

DIVISION 11 - EQUIPMENT
SECTION 11132 - PROJECTION SCREEN

.5 Addenda, if any:

Number	Date	Pages

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

.8—6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
 (Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the ~~Contract~~:Contract are those contained in the Project Specifications Document Bid# _____ and are as follows:

Document	Title	Date	Pages

- .9—INSTRUCTIONS TO BIDDERS**
- 00101 PROJECT INFORMATION PAGE
- 00102 TABLE OF CONTENTS
- 00103 PROJECT NARRATIVE
- 00104 LIST OF DRAWINGS
- 00105 LOCATION MAP
- 00106 WORK RULES
- 00107 NOISE ORDINANCE
- BIDDING REQUIREMENTS AND FORMS**
- 00201 INVITATION TO BID
- 00202 INSTRUCTIONS TO BIDDERS - AIA DOCUMENT A701 - 1997
- 00203 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
- 00204 BID FORMS
- 00205 SAMPLE AGREEMENT FORM
- LABOR REQUIREMENTS**
- 00303 CONTRACT LABOR RATES
- GENERAL CONDITIONS**



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

HEATING SYSTEM UPGRADE AT KING PHILIP MIDDLE SCHOOL BID#200021
100 KING PHILIP DRIVE
WEST HARTFORD, CT 06117

THE OWNER:

(Name, legal status and address)

TOWN OF WEST HARTFORD
50 SOUTH MAIN STREET
WEST HARTFORD, CT 06107

THE ARCHITECT:

(Name, legal status and address)

LUICIAN DRAGULSKI PE, LEED, AP
BEMIS ASSOCIATES LLC
185 MAIN STREET
FARMINGTON, CT 06032

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.

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15 CLAIMS AND DISPUTES



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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 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.

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and 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.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

§ 2.2.3 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. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. 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 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend 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 promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

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continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one 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 upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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 that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. 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 and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified 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. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor 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 waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

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

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

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party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 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, 3.5 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.

§ 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 as provided in Section 3.7.4.

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, 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 may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The 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.

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly 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 Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 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.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has 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 Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; 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 pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and 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 Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. 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 shall reflect retainage if provided for in the Contract Documents.

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

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compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, 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 Application 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 issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that 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.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

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Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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.

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, 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.

§ 9.8.5 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 when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection 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 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. 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. If such lien 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, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 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 Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor 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.

§ 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 10.2.1.2 and 10.2.1.3, 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 permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, 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.

§ 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 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment 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. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

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insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. 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.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 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, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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.

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, 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.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

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sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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.

§ 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.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach 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. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 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.

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

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;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, 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, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

§ 14.4.2 Upon receipt of 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.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party 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.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a 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.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

GENERAL

A. RELATED DOCUMENTS

AIA Document A 201 "General Conditions of the Contract for Construction", (Sixteenth Edition, Copyright 2007, The American Institute of Architects, Articles 1 through 15) and the Town of West Hartford's Supplementary General Conditions (Section 00402 Articles 1-15) are bound herein, and are hereby made a part of the Contract Bidding Documents and shall apply to all Contractors and Subcontractors.

B. AMENDMENTS TO THE GENERAL CONDITIONS

- a. The Supplementary General Conditions include:
 1. Any and all revisions to, deletions from, replacement of, and additions to portions of the AIA General Conditions, Articles 1 through 15.
 2. Such additional articles beyond Article 15 as may be included herein.
- b. Certain articles of the AIA General Conditions, or portions thereof, are revised by, are deleted, are replaced by, or are supplemented by the requirements of the following Supplementary Conditions. Such revisions, deletions, replacements, or additions shall take precedence over the AIA General Conditions.
- c. Where any such Article is revised, deleted, or replaced, the provisions of such Article not so specifically revised, deleted or replaced shall remain in effect.
- d. The following paragraphs are numbered in sequence corresponding to those of the General Conditions. Revised paragraphs and clauses have the same numerical designations occurring in the General Conditions. Additions to paragraphs, subparagraphs and clauses are numbered in sequence.

ARTICLE 1 – GENERAL PROVISIONS

- 1.1.1 Delete the word "not" on line 7 so that the sentence begins "The Contract Documents do include."
- 1.1.3 Add the following words after the word "obligations" in line 3:

or to be provided by Subcontractors, material suppliers, or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.
- 1.2.4 Add new subparagraph 1.2.4 as follows:

In case of any conflict or inconsistency among the Contract Documents, the Architect's decision shall govern. If there is any inconsistency in the Drawings, or between the Drawings and the Specifications, unless otherwise ordered in writing by the Architect or the Owner, the Contractor shall provide the better quality of, or the greater quantity of, work or materials.

1.2.5 Add new subparagraph 1.2.5 as follows:

Where a typical or representative detail is shown on the Drawings, such detail shall constitute the standard of workmanship and materials throughout corresponding portions of the Work. Where necessary, the Contractor shall adopt such detail for use in said corresponding portions of the Work in a manner that is satisfactory to the Architect.

1.5.1 Add the following after the first sentence:

Such drawings, specifications, other documents and copies thereof are and shall remain the joint property of the Architect and Owner.

ARTICLE 2 - OWNER

2.2.1 Delete third and forth sentences.

2.2.2 Add the following at the end of 2.2.2 "unless otherwise provided in the contract documents."

2.2.3 Delete the words "and utility locations" on line 1.

2.2.4 Delete the second sentence of 2.2.4.

2.2.5 Delete subparagraph 2.2.5 in its' entirety and substitute with the following:

The Contractor will be furnished up to fifteen (15) sets of the Contract Bidding Documents at no charge.

2.3 Change subparagraph 2.3 as follows:

Delete the word "repeatedly" in line 2.
Add the following at the end of 2.3:

The Owner's right to order the Contractor to stop the Work shall not relieve the Contractor of any of his responsibilities and obligations under or pursuant to the Contract Documents.

2.5 Add new paragraph 2.5 as follows:

2.5 - Additional Rights

The rights stated in Article 2 shall be in addition to and shall not be in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 - CONTRACTOR

3.2.2 Delete subparagraph 3.2.2 in its' entirety and substitute with the following:

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to subparagraph 2.2.3 and 3.2.3 and shall at once report to the Architect errors, inconsistencies or omissions discovered, or any variance from applicable laws, statutes, ordinances, building codes, rules, regulations or any lawful orders of any governmental body, or public or quasi-public authority. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.3 Delete subparagraph 3.2.3 in its' entirety and substitute with the following:

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once. After reporting to the Architect any error, inconsistency or omission the Contractor may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's written modifications to the Contract Documents.

3.2.4 Delete subparagraph 3.2.4 in its' entirety and substitute with the following:

The Contractor shall fully comply, or assure full compliance by Subcontractors or others under his direction, with Connecticut General Statutes Section 16-345, et seq. ("Call Before You Dig") and the regulations pertaining thereto. The Contractor shall be responsible to make certain of the exact location of the public and private mains, ducts, poles and utility services prior to excavation. The utility mains, ducts,

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poles and services in the construction area where referred to on the Project plans or elsewhere in the Contract Documents are at the approximate locations furnished by various Utilities concerned. These locations are subject to possible errors in the source of the information and also errors in transcription. Connecticut General Statutes Section 16-349, as amended, makes it mandatory to notify Utilities of any proposed excavation, discharge of explosives, or demolition within the purview of Connecticut General Statutes Section 16-345, et seq. The Contractor shall call 1-800-922-4455 (toll free), 7:00 A.M. to 6:00 P.M., Monday through Friday, at least forty-eight hours prior to beginning the excavation, discharge of explosives, or demolition. The Owner shall be notified in a similar manner. This "Call Before You Dig" service is provided by the Utility companies. Once the call is made, it is the utilities' responsibility to analyze the site and identify and mark their underground facilities. Privately or Town-owned utility mains, ducts, poles and services may be located in the construction area and the Contractor shall contact the Architect to verify their existence and location.

- 3.3.1 Delete the last sentence of subparagraph 3.3.1 and add the following:

Should the Contractor fail to perform his work to the satisfaction of the Architect and Owner, the Architect and Owner have the right to order that all work must stop until the work is rectified.

- 3.3.4 Add new subparagraph 3.3.4 as follows:

The Contractor will be required to attend weekly Project Meetings from the time the Agreement is executed until Final Acceptance.

- 3.4.4 Add new subparagraph 3.4.4 as follows:

The Contractor is encouraged to use local labor where feasible, but not when it is at the expense of poor workmanship and/or higher costs. The Contractor shall not discriminate or permit discrimination in employment or in the award of sub-contracts or in the selection of materials suppliers, in any manner prohibited by the laws and regulations of the United States, the State of Connecticut or the Town of West Hartford.

- 3.5 Add the words "or Owner" after the word "Architect" in line 8.

- 3.6 Delete subparagraph 3.6 in its' entirety and substitute the following:

No amount shall be included in the Bid for Connecticut Sales or Service Taxes or for Federal Excise Tax on materials or supplies purchased for this project. If applicable, the owner shall provide tax exempt documentation for the contractor's records.

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3.7.2 Add the following sentence: A copy of the State license for general and major Subcontractors issued in accordance with C.G.S Section 20-341gg shall be furnished to the Owner upon request.

3.7.4 Add the following before the word "If" on line 1: "Except as in regards to claims relating to hazardous materials which are discussed in Article 3.7.8.."

Line 6, place a period after disturbed and delete rest of sentence.

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

3.7.6 Add new subparagraph 3.7.6 as follows:

The requirements of subparagraphs preceding do not waive the Contractor's responsibility of complying with the requirements of the contract documents, when such regulations and requirements exceed those of any laws, ordinances, rules, regulations, and orders of any public authority bearing on the work.

3.7.7 Add new subparagraph 3.7.7 as follows:

The Town of West Hartford Building Permit Fee will be waived, however, the General Contractor must apply for the Building Permit, and in all other ways comply with procedures of the office of the Building Official for the Town of West Hartford.

3.7.8 Add new subparagraph 3.7.8 as follows:

The Owner and Architect shall bear no responsibility to the Contractor, or sub-contractor(s) for any delay damages claimed to have resulted from activities claimed to relate to the detection, abatement, or handling of hazardous materials known to exist or subsequently discovered upon the premises. The sole remedy of the Contractor under such circumstances shall be an appropriate extension of contract completion time. No damages shall be paid by the Architect or Owner, their agents, servants or independent Contractors as a result of any such claim.

3.12.10 Delete the word "properly" in line 9 and substitute the word "Connecticut".

3.17 Delete subparagraph 3.17 and substitute with the following:

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any copyrights and patent rights and shall hold the Owner harmless from loss (including, but not limited to, attorneys' fees and any litigation expenses) unless a particular design, process or the product of a particular

manufacturer or manufacturers is specified in the Contract Documents or where copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect; provided, however, that if the Contractor has reason to believe that the design, process or product specified is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Architect and Owner.

- 3.18.1 Delete subparagraph 3.18.1 in its entirety and replace the original language with the attached Indemnification and Insurance Exhibit which shall be fully incorporated by reference into this Agreement:

ARTICLE 4 - ARCHITECT

- 4.1.2 Delete subparagraph 4.1.2 in its' entirety and substitute the following:

Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written agreement of the Owner and Architect. The Contractor shall be notified of such restriction, modification or extension in writing.

- 4.1.3 Delete the words "as to whom the Contractor makes no reasonable objection and".

ARTICLE 5 - SUB-CONTRACTORS

- 5.2.1 Delete the word "after" on the second line and substitute with the words "prior to" award.

- 5.2.3 Delete subparagraph 5.2.3 in its entirety and substitute the following:

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 no suitable substitute is agreed upon, the Owner will allow the Contractor to withdraw its bid without penalty.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- 6.1.1 Add the word "unreasonable" before the word "delay" in the last sentence, line 4.

- 6.1.4 Delete subparagraph 6.1.4 in its' entirety.

- 6.2.3 Delete the second sentence of subparagraph 6.2.3.

6.2.4 Delete the word "wrongfully" on line 1.

ARTICLE 7 - CHANGES IN THE WORK

7.3.3 Delete subparagraph 7.3.3.1 - 7.3.3.4 and substitute with the following:

- .1 Unit prices stated in the Contract Documents or subsequently agreed upon.
- .2 In the absence of unit prices, the mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, to be determined as follows:
 - A. The cost of labor performed and material used by the Contractor with his own forces.
 - B. The cost of Worker's Compensation, Federal Social Security, and Connecticut Unemployment Compensation at established rates, actual additional cost of payment and performance bonds.
 - C. Actual cost of rental rates for equipment (exclusive of hand tools) employed and used directly on the work.
 - D. Fifteen percent (15%) of (A), (B), and (C) above mentioned for overhead, superintendence and profit. However, if the work to be performed results in a credit to the Owner, no percentage of overhead and profit will apply.
 - E. On work to be performed by a Subcontractor, the Contractor's allowance, for overhead superintendence and profit, is to be ten percent (10%) applied to total cost of Subcontractor's work, including his allowance as per paragraph G.
 - F. On any changes involving the Contractor, Subcontractor or any Contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead, superintendence and profit in accordance with paragraph E above.
 - G. On work to be performed by a Subcontractor, the Subcontractor's allowance is to be fifteen percent (15%) for his overhead, superintendence and profit applied to paragraphs A, B, and C.

- H. The Contractor, when performing the work under A, B and C above shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

7.3.4 Delete the word "shall" in line 4 and substitute the word "may".

7.3.7 Delete subparagraph 7.3.7 and substitute with the following:

If the Contractor does not respond promptly or disagrees with the method of adjustment in the Contract Sum, the method and adjustment shall be determined by the Architect in accordance with subparagraph 7.3.3. Under subparagraph 7.3.3 the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data.

7.3.8 Add the following sentence at the beginning of subparagraph 7.3.8:

"Pending final determination of cost to the Owner, amounts not in dispute may be included in Application for Payment."

7.3.9 Delete subparagraph 7.3.9 in its' entirety and substitute the following:

"If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination."

ARTICLE 8 - TIME

8.2.1 Delete second sentence only and change to read as follows:

By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that he is capable of properly completing the Work within the Contract Time.

8.3.1 Delete the words "and arbitration" on line 4 and substitute with the words "or resolution of claims or disputes".

ARTICLE 9 – PAYMENTS AND COMPLETION

9.2 Add the words "and the Owner" after the word Architect on line 2 and add the words "or the Owner" after the word Architect on line 4.

9.2.1 Add subparagraph 9.2.1 as follows:

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The Schedule of Values to be submitted by the Contractor, will include, as a minimum, a separate line item for each Division of the Specifications. Any allowances called for in the Drawings and Specifications will be shown as a separate line item. Additional items to be listed may be required by the Architect.

9.3.1 Delete subparagraph 9.3.1 in its' entirety and substitute with the following:

Not later than the first day of each calendar month, the Contractor shall submit to the Architect an itemized Application for Payment for work performed during the previous month, notarized, supported by such data substantiating the Contractor's

right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Delete 9.3.1.1 in its' entirety and substitute with the following:

In order to expedite monthly payments during the course of the project, the Contractor shall, no later than the first day of the month, review with the Architect and Owner a preliminary draft of the Application for Payment to assure agreement with the Contractor before final copies of the Application are typed and formally submitted. The Architect shall then review the Contractor's formal Application for Payment and certify in writing in accordance with Section 9.4, the total value of work done, including an allowance for the value of materials delivered and suitably stored at the site to the time of such estimate. The Owner shall retain five (5) percent of such estimated value until a maximum of five (5) percent of the Agreement sum has been retained, said retainage to be held by the Owner as part security for the fulfillment of the Agreement by the Contractor. Final payment, including the retainage, shall be due thirty (30) days after final completion of the work, provided the work be then fully completed and the Agreement fully performed.

9.3.3 Delete subparagraph 9.3.3 in its' entirety and substitute with the following:

The Contractor warrants that title to all work covered by an Application for Payment, except materials and equipment suitably stored on or off the site, will pass to the Owner no later than the time of payment. However, title to materials and equipment suitably stored on or off site shall not pass to the Owner until such time as said materials and equipment are properly installed by the Contractor even though payment for such materials and equipment may have been previously effected. 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,

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materials and equipment relating to the Work. This provision may not be explained, supplemented, or modified by a course of dealing, a usage of trade, a course of performance or other interpretation that may arise out of the commercial context in which this provision is used.

9.4.1 Delete subparagraph 9.4.1 in its' entirety and substitute with the following:

The Architect, will, not later than the seventh (7th) day of each calendar month, either issue and deliver to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determined is properly due, or notify the Contractor and Owner in writing the Architect's reasons for withholding a Certificate as provided in sub-paragraph 9.5.1.

9.4.3 Add new subparagraph 9.4.3 as follows:

If the Application for Payment discloses any problems, the Architect shall immediately bring such problems to the Owner's attention.

9.5.1 Delete the word "reasonably" in line 1; delete the words "in the Architect's opinion" in lines 2 and 8; delete the word "repeated" in sub-subparagraph 9.5.1.7.

9.5.2 Add the following to subparagraph 9.5.2:

The Owner shall not be deemed in default by reason of withholding payment while any of the above grounds remain uncured as stated in paragraph 9.5.1.

9.5.4 Add new subparagraph 9.5.4 as follows:

No interest is to be allowed or paid by the Owner upon any monies retained under the provisions of this Contract.

9.6.1 Delete subparagraph 9.6.1 in its' entirety and substitute with the following:

After the Architect has issued a Certificate for Payments, the Owner shall make payment to the Contractor not later than the first Friday after the 15th day of the calendar month during which the Application has been submitted. Delays in submitting the application for payment in accordance with subparagraph 9.3.1 above will result in a corresponding delay in payment.

9.7 Delete the word "seven" on lines 1, 2 and 4 and replace with the word "fourteen" on both lines. Delete the words "plus interest as provided for in the Contract Documents" on line 7.

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9.8.2 Change subparagraph 9.8.2 as follows:

In line 1, add the words "and Architect" after the word "Owner" and change the word "agrees" to "agree" in line 1. Add the words "and Owner" after the word "Architect" on line 3.

9.8.3 Insert the words "and Owner" after the word "Architect" on lines 1 and 6. Insert the words "and Owner's" after the word "Architect's" on line 2.

9.8.5 Delete subparagraph 9.8.5 in its' entirety and substitute the following:

"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 Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment reflecting adjustments in retainage, if any, for such work or portion thereof as provided in the Contract Documents."

9.10.1 Add the words "and Owner" on both lines 2 and 3 after the word "Architect".

9.10.2 Delete subparagraph 9.10.2 in its' entirety and substitute with the following:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect in a form satisfactory to the Owner (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 after 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, (5) final prints for record drawing use marked by the Contractor with record information as set forth in the Contract Documents, (6) a final sworn statement from the Contractor duly executed and acknowledged showing all Subcontractors to be fully paid and similar sworn statements from Subcontractors and, where appropriate, from Sub-Subcontractors, (7) 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. If a Subcontractor or Sub-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. If such lien remains unsatisfied after payments are made, or is not bonded over as provided in the preceding sentence, the Contractor shall promptly

pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2.1.4 Add the following as new sub-subparagraph 10.2.1.4:

the environment, including, without limitation, air, water, land, including wetlands, and other natural resources, and plant and animal life of all types.

10.2.2 Delete subparagraph 10.2.2 in its' entirety and substitute with the following:

The Contractor shall give notices and comply with applicable laws (including, without limitation, the requirements of Connecticut General Statutes Section 31-40m relating to toxic substances and the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, as amended, and regulations and standards promulgated thereunder), ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or the environment or their protection from damage, injury, destruction, pollution or loss. Said laws, ordinances, rules, regulations, standards, and lawful orders are incorporated herein by reference.

10.2.2.1 Add new sub-subparagraph 10.2.2.1 as follows:

The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, materialmen and Subcontractors and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents', employees', materialmen's or Subcontractors' failure to so comply.

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall comply fully and require compliance with all applicable laws, including Connecticut General Statutes Sec. 16-345, et. seq., and the regulations promulgated thereunder, relating to discharge of explosives.

10.2.5 Add the number "10.2.1.4" after the number "10.2.1.3" on lines 2 and 5.

10.2.8 Delete the number "21" in line 4 and replace with the number "10".

10.2.9 Delete the number "21" in line 4 and replace with the number "10".

Add new subparagraph 10.2.9 as follows:

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The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

10.2.10 Add new subparagraph 10.2.10 as follows:

The Contractor shall protect all streets, roads and sidewalks and shall make all necessary repairs at his own expense, and shall maintain these reasonably clean of dirt, mud or other debris that is due to the construction operation.

10.2.11 Add new subparagraph 10.2.11 as follows:

It shall be the Contractor's responsibility to protect finished sidewalks and curbs against damage caused by trucks, etc., driving over them. If they are damaged they must be replaced by the Contractor without cost to the Owner.

10.2.12 Add new subparagraph 10.2.12 as follows:

The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

10.3.2 Delete subparagraph 10.3.2 in its' entirety and substitute with the following:

The Owner shall obtain the services of a licensed laboratory to verify the presence of 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. When the material or substance has been rendered harmless, work in the affected area shall resume. The Contract Time may be extended appropriately.

10.3.3 Delete subparagraph 10.3.3 in its' entirety.

10.3.4 Insert a period after the word "Site" on line 2 and delete the rest of the paragraph.

10.3.6 Delete paragraph 10.3.6 in its' entirety.

ARTICLE 11 - INSURANCE AND BONDS

11.1.2 – 11.3.10 Delete subparagraphs 11.1.2 through 11.3.10 in their entirety and replace them with the attached Indemnification and Insurance Exhibit which shall be fully incorporated by reference into this Agreement.

11.4.3 Add new subparagraph 11.4.3 as follows:

The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

11.4.4 Add new subparagraph 11.4.4 as follows:

Bonds furnished by the Contractor shall comply with all relevant Connecticut statutes including Conn. Gen. Stat. Sec. 49-41.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1.1 Add the words "or Owner's" after the word "Architect's" in lines 1 and 3. Add the words "or Owner" after the word "Architect" in line 2.

12.1.2 Add the words "or Owner" after the word "Architect" on lines 1 and 2.

12.2.2 Delete sub-subparagraphs 12.2.2.1, 12.2.2.2 and 12.2.2.3 in their entirety and substitute with the following:

12.2.2 If, within one year after the date of final completion of the Work or designated portion thereof, or after the date for commencement of warranties established under subparagraph 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at the Contractor's sole expense 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. This period of one year shall be extended with respect to portions of Work first performed after final completion, by the period of time between final completion and the actual performance of the Work. This obligation under this subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 Add the following to the end of subparagraph 13.1:

The Work shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations or orders during its performance and its completion.

13.4.1 Delete the words "by law" in line 3 and substitute with the words "at law or in equity".

13.4.3 Add new subparagraph 13.4.3 as follows:

No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Owner or the Contractor except as specifically provided herein.

13.5.1 Delete subparagraph 13.5.1 in its' entirety and substitute with the following:

If the Contract Documents, or any laws, ordinances, building codes, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction over the Work or the site of the Project require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect and the Owner timely notice thereof so Architect and Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, test or approvals except where the Contract Documents provide otherwise.

13.6 Delete subparagraph 13.6 in its' entirety.

13.7 Delete paragraph 13.7 in its' entirety.

13.8 CAPTIONS

13.8. The captions and headings of various Articles and Paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

13.9 Add a new Paragraph 13.9 as follows:

13.9 SEVERABILITY

13.9 The invalidity of any covenant, restriction, condition, limitation in any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

13.10 Add a new Paragraph 13.10 as follows:

In the event of any unavoidable cause beyond the control of the parties, whether natural or man-made, which renders the performance of this contract impossible, the contract shall be terminated. Such occurrences shall include, without limitation, death of the Contractor (in the event that the Contractor is a sole proprietor); destruction of all, or a major portion of the Contractor's equipment; legal order by a court of competent jurisdiction, or referendum barring performance of the contract;

war, famine, flood, plague, pestilence or act of God. Any amounts due to either party by the other as the result of actions taken pursuant to the contract prior to the occurrence which renders performance impossible shall be paid, but no further sums shall be due from either party to the other, by way of damages for the termination of the contract.

13.11 Add new paragraph 13.11 as follows:

The Contractor shall comply with Section 12-43 of the Connecticut General Statutes as may be amended.

Sec. 12-43. Property of nonresidents. All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1.1 Delete the number "30" on line 1 and substitute with the number "60".

14.1.3 Delete subparagraph 14.1.3 in its entirety and substitute with the following:

If one of the reasons described in subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven additional days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for work executed.

14.2.1 Delete subparagraph 14.2.1 in its' entirety and substitute with the following:

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- 14.2.1 The Owner may terminate the Contract for any of the following causes:
- 14.2.1.1 If the Contractor shall institute or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or
 - 14.2.1.2 If a receiver of all or any substantial portion of the Contractor's properties is appointed; or
 - 14.2.1.3 If the Contractor abandons the Works; or
 - 14.2.1.4 If the Contractor fails to prosecute the Work promptly and diligently; or
 - 14.2.1.5 If the Contractor fails or refuses to supply enough properly skilled workers or proper materials for the Work; or
 - 14.2.1.6 If the Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or
 - 14.2.1.7 If the Contractor fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any Subcontract with a Subcontractor; or
 - 14.2.1.8 If a mechanic's or materialman's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner; or
 - 14.2.1.9 If the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or

14.2.1.10 If the Contractor otherwise substantively violates any provision of the Contract Documents.

14.2.2.1 Delete the semicolon after "Contractor" in line 2 and add:

and may request that the Contractor remove any part or all of his equipment, machinery, and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of Contractor's failure to do so, may remove or store such equipment, machinery and supplies at the Contractor's expense;

14.2.4 Delete subparagraph 14.2.4 in its' entirety and substitute with the following:

If the unpaid balance of the Contract Sum exceeds all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference to the Owner immediately upon the Owner's demand. The costs to the Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another Contractor or other Subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completion of the Work, attorney's fees and expenses, and any other damages, costs and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Owner or Contractor shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract".

14.3.2 In line 1, delete "shall" and insert "may".

14.4.3 On line 2, insert a period after the word "termination" and delete the remaining words on lines 2 and 3.

ARTICLE 15 – CLAIMS AND DISPUTES

15.1.2 Delete the number "21" in line 4 and replace with the number "10".

15.2.1 Delete subparagraph 15.2.1 and substitute the following:

Decision of Architect. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. A decision by the Architect shall be required as a condition precedent to mediation, litigation or other formal method of dispute resolution of all Claims between the Contractor and the Owner arising prior to the date final payment is due, unless no decision has been

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rendered by the Architect within 45 days of referral of the Claim to the Architect or the Architect fails to provide a decision as scheduled in subparagraphs 15.2.2 through 15.2.5, whichever is later.

15.2.2 On line 4 add the word “or” after the word “Claim,” and add a period after the word “compromise.” Delete the balance of the paragraph after the word “compromise”.

15.2.3 On lines 3 and 4 replace the words “Owner” and “Owner’s” with “claimant” and “claimant’s”.

15.2.4 Delete the last sentence of subparagraph 15.2.4 and substitute the following:

“Within 10 days of receipt of the response or supporting data, if any, the Architect will either reject or approve the claims in whole or in part, or suggest a compromise.”

15.2.5 Delete the second sentence of subparagraph 15.2.5.

15.2.9 Add new subparagraph 15.2.9 as follows:

If a claim has not been resolved after consideration of steps described in subparagraphs 15.2.1 through 15.2.5, then the parties shall make an additional good faith effort to resolve the claim through an informal dispute resolution process mutually agreeable to the parties. If the claim is still not capable of resolution within ten days or such other time period that is mutually agreed upon, the parties may proceed to arbitration, litigation, or formal alternate dispute resolution.

15.2.10 Add new subparagraph 15.2.10 as follows:

If no form of dispute resolution is mutually agreed upon, no party may compel arbitration, mediation or alternate dispute resolution, and the parties may pursue whatever legal remedies are available to them.

15.3 (15.3.1 – 15.3.3) Delete in its' entirety.

15.4 (15.4.1 – 15.4.3) Delete in its' entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

PROJECT MANUAL

for

KING PHILIP MIDDLE SCHOOL

CONVERTING STEAM HEATING to HOT WATER HEATING SYSTEM

**100 King Philip Drive
WEST HARTFORD, CONNECTICUT 06117**

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

February 7, 2020

**KING PHILIP MIDDLE SCHOOL
CONVERTING STEAM HEATING TO HOT WATER HEATING SYSTEM
WEST HARTFORD, CONNECTICUT**

SECTION 00020

LIST OF DRAWINGS

COVER

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M.0.1A	TUNNEL PART PLAN WING A MECHANICAL
M.0.2A	TUNNEL PART PLAN WING A AND CORE AREA MECHANICAL
M.1.1A	BASEMENT PART PLAN WING A MECHANICAL
M.1.2A	BASEMENT PART PLAN WING A MECHANICAL
M.1.1B	BASEMENT PART PLAN WING B MECHANICAL
M.1.1C	BASEMENT PART PLAN CORE AREA MECHANICAL
M.1.2C	BASEMENT PART PLAN CORE AREA MECHANICAL
M.1.3C	BASEMENT, FIRST FLOOR AND FAN ROOMS PART PLANS CORE AREA MECHANICAL
M.2.1A	FIRST FLOOR PART PLAN WING A MECHANICAL
M.2.2A	FIRST FLOOR PART PLAN WING A MECHANICAL
M.2.1B	FIRST FLOOR PART PLAN WING B MECHANICAL
M.2.1C	FIRST FLOOR PART PLAN CORE AREA MECHANICAL
M.2.2C	FIRST FLOOR PART PLAN CORE AREA MECHANICAL
M.3.1	BOILER ROOM DEMOLITION AND NEW WORK PH1 MECHANICAL
M.3.2	BOILER ROOM DEMOLITION AND NEW WORK PH2 MECHANICAL
M.4.1	BOILER ROOM PIPING DIAGRAM DEMOLITION AND NEW WORK PH1 & PH2

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M.5.1 MECHANICAL CONTROLS DIAGRAMS

M.6.1 MECHANICAL DETAILS

M.6.2 MECHANICAL DETAILS

ELECTRICAL

E.0.0 ELECTRICAL GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS

E.0.1 ELECTRICAL RISER DIAGRAM

E.0.2 ELECTRICAL DETAILS

E.1.1 BASEMENT PART PLAN ELECTRICAL NEW AND DEMOLITION WORK

E.1.2 FIRST FLOOR PART PLANS ELECTRICAL NEW AND DEMOLITION WORK

E.1.3 PENTHOUSE PARTIAL FLOOR PLANS ELECTRICAL NEW WORK

E.2.1 ELECTRICAL BOILER ROOM DEMOLITION AND NEW WORK PH1

E.2.2 ELECTRICAL BOILER ROOM DEMOLITION AND NEW WORK PH2

END OF LIST OF DRAWINGS

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SECTION 02070

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section requires the selective removal and subsequent off-site disposal of the following:
 - 1. Removal of a portion of the existing masonry chimney as indicated on drawings or required to accommodate new construction.
- B. Related Work Specified Elsewhere, including but not limited to:
 - 1. Section 04500 – Masonry Restoration
 - 2. Section 07190 – Water Repellents

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative prior to start of work.

1.4 JOB CONDITIONS

- A. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.
- B. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items on site will not be permitted.

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- C. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
 - 2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 3. Protect floors with suitable coverings when necessary.
 - 4. Construct temporary insulated dust-proof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dust-proof doors and security locks.
 - 5. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 - 6. Remove protections at completion of work.

- D. Damages: Promptly repair damages caused to adjacent facilities by demolition work.

- E. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
 - 1. Do not close, block, or otherwise - obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

- F. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
 - 1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

- G. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 - PRODUCTS (Not Applicable)

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PART 3 - EXECUTION

3.1 PREPARATION

- A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
 - 1. Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
 - 2. Cover and protect furniture, equipment, and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed.
 - 3. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
 - a. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during changeover.

3.2 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 - 1. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
 - 2. Demolish foundation walls to a depth of not less than 12 inches below existing ground surface. Demolish and remove below-grade wood or metal construction. Break up below-grade concrete slabs.
 - 3. For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

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3.3 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.
 - 1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
 - 2. Burning of removed materials is not permitted on project site.

3.4 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 02070

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SECTION 04500

MASONRY RESTORATION

PART 1 - GENERAL

1.1 GENERAL

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

1.2 DESCRIPTION OF WORK

- A. This Section includes all labor, materials and equipment required to complete all masonry restoration and related items as shown on the Contract Documents and specified herein, including, but not limited to, the following:
 - 1. Repointing the existing brick masonry chimney.

1.3 RELATED SECTIONS

- A. Section 02070 – Selective Demolition
- B. Section 07190 – Water Repellents

1.4 QUALITY ASSURANCE, BRICK TESTS

- A. All tests shall be performed by an independent certified testing laboratory.
- B. All tests shall be in accordance with ASTM C-67 latest edition.
- C. Submittals
 - 1. Submit test report and certificate of conformance document for each type and color of brick specified on contract documents for architect s approval.
 - 2. Test reports shall include:
 - a. Compressive strength
 - b. 24 hour cold water absorption
 - c. 5 hour boil absorption
 - d. Saturation coefficient
 - e. Initial Rate of Absorption (I.R.A.)
 - f. Efflorescence
 - g. Weather classification
 - 3. Certificate of conformance shall state that brick meets or exceeds applicable ASTM specifications indicated herein.

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PART 2 - PRODUCTS

2.1 BRICK

- A. All brick shall match color, texture to existing brick.
- B. ASTM C-652 latest edition, Grade SW, Type HBS or better.
- C. Dimensions to match existing.
- D. Minimum compressive strength 9,000 psi.
- E. Maximum Saturation Coefficient 0.78.
- F. Minimum IRA 6 g/30 sq. in.
- G. Maximum IRA 30 g/30 sq. in. Where IRA exceeds 30 g/30 sq. in., pre-wetting brick is recommended.
- H. Shapes; where special shapes are shown on architectural drawings, manufacturer shall provide shop drawings for architect's approval prior to manufacturing shapes. Chimney flue lining shall match existing.

2.2 MORTAR

- A. Mortar shall be Type S consisting by proportion:
 - 1 part portland cement (ASTM C-150 Type I or II, Low Alkali), less than 6 months old
 - 1/2 part hydrated lime (ASTM C-207)
 - 4-1/2 parts sand (ASTM C-144)

PART 3 - EXECUTION

3.1 SAMPLE TEST PANEL

- A. Expedite cleaning and repointing an area approximately 12" x 12" to be utilized for comparison and approval.
- B. Sample panel for chimney reconstruction shall be 12" x 12" showing the proposed color range, texture, bond, mortar, workmanship, cleaning, and water repellents where applicable.
- C. Final brick selection shall be made only following architect's review of sample panel.
- D. Brick from manufactured material for project shall be shipped to site and sample panel erected.

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- E. No brick shall be shipped from manufacturer to site until architect's acceptance of job panel which has been erected from actual material for project. This panel shall replace the sample panel and shall remain on site throughout construction, and become the project standard for bond, mortar, workmanship, and appearance.

3.2 PROTECTION OF EXISTING CONSTRUCTION

- A. Contractor must protect existing construction, primarily roofing, while working from those areas affected. Protective plywood must be placed over a layer of Homasote over the affected roof surface. Contractor must repair damaged roofing to the satisfaction of the Architect resulting from this work.

3.3 REPOINTING

- A. All loose, open, deteriorated and stone mortar joints in all elevations of the existing building will be cut, brushed clean, washed down and repointed. Cut joints to a depth of approximately 1" or to solid substrate (deeper if necessary). Care must be exercised no to damage the existing brick edge. All dust and debris must be removed from the joint brushing or blowing with air.
- B. All cement mortar used in repointing work shall be modified with Duralcast 202, polymeric mortar modified, as manufactured by A. H. Harris and Sons, New Britain, CT, or equal.
- C. All surfaces to receive Duralcast 202 must be clean, sound, and free of any material or coatings which might interfere with adhesion. Porous substrate, such as concrete or mortar, must be thoroughly wet down before applying Duralcast 202 Modified Mortar.
- D. Severely deteriorated areas shall be completely removed and rebuilt to match existing. Severely deteriorated brick where face has spalled away shall be removed and replaced. New brick shall match existing in color and type. Samples must be presented for approval by Architect.
- E. Mortar used for repointing shall be as follows:

- | <u>Component</u> | <u>Parts by Volume</u> |
|--|------------------------|
| 1. Portland Cement | 1 |
| Lime | 2 |
| Sand | 6 to 9 |
| 2. Lime is to be ASTM C-207, Type S, hydrated lime. | |
| 3. Cement is to be ASTM C-150, Type I or Type II White Portland Cement, fresh stock of the same standard brand. | |
| 4. Sand is to be ASTM C-144 clean Mason's Sand of lightest color obtainable - 100X to pass eight (8) sieve, not over 30% to pass fifty (50) sieve. | |
| 5. Water is to be drinking water. | |

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- F. The joints to be pointed should be dampened to ensure good bond. All surface water must be absorbed by the brick. Add water to the pre-hydrated mortar to bring to a workable consistency (somewhat dryer than conventional mortar). Pack the mortar tightly into the joints in thin layers, ¼" max. Each layer should become thumbprint "hard" before applying the next layer. After the last layer of mortar is thumbprint hard, tool the joints to match the existing profile.

3.4 REMOVAL OF RUBBISH

- A. Subcontractor for masonry restoration work shall cooperate with the General Contractor in cleaning up his waste periodically and dumping it where indicated by the General Contractor.

END OF SECTION 04500

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SECTION 07190

WATER REPELLENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

- A. Application of water repellents to protect above-grade, vertical and horizontal masonry surfaces.

1.3 RELATED SECTIONS

- A. Section 02070 – Selective Demolition
- B. Section 04500 – Masonry Restoration

1.4 REFERENCES

- A. ASTM D 2369-92 - Test Methods for Volatile Content of Coatings.
- B. ASTM D 3960-93 - Practice for Volatile Organic Compound (VOC) Content of Paints and Related Coatings.
- C. Federal Specification SS-W-110C - Water Repellent, Colorless Silicon, Resin Base.

1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's product data sheets on all products to be used for the work. Submit description for protection of surrounding areas and non-masonry surfaces, surface preparation, application, and final cleaning.
- B. Applicator Qualifications: Submit qualifications of applicator.
 - 1. Certification stating applicator is experienced in the application of the specified products.
 - 2. List of recently completed water repellent projects, including project name and location, names of owner and architect, and description of products used, substrates, applicable local environmental regulations, and application procedures.

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- C. Environmental Regulations: Submit applicable local environmental regulations.
- D. VOC Certification: Submit certification that water repellents furnished comply with regulations controlling use of volatile organic compounds (VOC).

1.6 QUALITY ASSURANCE

- A. Applicator Qualifications:
 - 1. Experienced in the application of the specified products.
 - 2. Employs persons trained for the application of the specified products.

1.7 ENVIRONMENTAL REGULATIONS

- A. Comply with applicable federal, state, and local environmental regulations.

1.8 TEST PANELS

- A. Before full-scale application, review manufacturer's product data sheets to determine the suitability of each product for the specific surfaces. Apply each water repellent to test panels to determine number of applications, coverage rates, compatibility, effectiveness, surface preparation, application procedures, and desired results.
- B. Apply water repellents to test panels in accordance with manufacturer's written instructions. Allow 48 hours or until test panels are thoroughly dry before evaluating final appearance and results. Do not begin full-scale application until test panels are inspected and approved by the Architect.
- C. Test Panel Requirements:
 - 1. Size: Minimum 4 feet by 4 feet each.
 - 2. Locations: As determined by the Architect.
 - 3. Number: As required to completely test each water repellent with each type of substrate to be protected.
- D. Retain and protect test panels approved by the Architect in undisturbed condition during the work of this section, to be used as a standard for judging the water repellent work.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling: Store containers upright in a cool, dry, well ventilated place, out of the sun. Store away from all other chemicals and potential sources of contamination. Keep lights, fire, sparks, and heat away from containers. Do not drop containers or slide across sharp objects. Keep containers tightly closed when not in use. Store and handle materials in accordance with manufacturer's written instructions.

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1.10 PROJECT CONDITIONS

- A. Temperature Limitations:
1. Do not apply at surface and air temperatures below 40 F or above 95 F, unless otherwise indicated by manufacturer s written instructions.
 2. Do not apply when surface and air temperatures are not expected to remain above 40 F for a minimum of 8 hours after application, unless otherwise indicated by manufacturer s written instructions.
- B. Do not apply under windy conditions such that water repellent may be blown to surfaces not intended.
- C. Do not apply earlier than 24 hours after rain or if rain is predicted for a period of 8 hours after application, unless otherwise indicated by manufacturer s written instructions.
- D. Do not apply to frozen substrate. Allow adequate time for substrate to thaw, if freezing conditions exist before application.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Prosoco, Inc., PO Box 171677, Kansas City, Kansas 66117, (800) 255-4255, (913) 281-2700.

2.2 WATER REPELLENTS

- A. Siloxane PD Water Repellent: "Sure Klean® Weather Seal Siloxane PD". Milky White, penetrating water repellent for use on concrete, brick, and clay tile surfaces. Water-based silane/siloxane water repellent. Protects against moisture intrusion and resists efflorescence, leaching, mildew staining, atmospheric staining, and freeze-thaw spalling. Treated masonry and concrete resists acids, alkalis, acid rain, and carbon crusting.
1. Form: Liquid.
 2. Color: Milky White.
 3. Specific Gravity: 0.996 (minimum).
 4. Active Substance: silane/siloxane.
 5. Percent Active Material: 7%.
 6. Flash Point: 200 F.
- B. Natural Stone Treatment: Sure Klean® Weather Seal Natural Stone Treatment. Clear, modified Siloxane water repellent for limestone, marble, un-polished granite and other traditional masonry surfaces. Treatment penetrates deeply to provide long-lasting protection without altering appearance. Treated stone reduces severity of biological staining and degradation caused by fungal growth, mold and mildew.

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1. Form: Liquid.
2. Color: Clear, Mild Odor
3. Specific Gravity: 0.805 (minimum).
4. Active Substance: Siloxane.
5. Percent Active Material: 11%.
6. Flash Point: 118 F.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify by examination that masonry and concrete surfaces are acceptable to receive the specified water repellents. Notify the Architect if surfaces are not acceptable to receive the specified products.

3.2 PROTECTION

- A. Protect surrounding areas, landscaping, building occupants, pedestrians, vehicles, and non-masonry surfaces during the work from contact with water repellents, masonry or concrete cleaners if used, residues, rinse water, fumes, wastes, and effluents in accordance with manufacturer's written instructions.
- B. Apply water repellents before installation of windows.
- C. Divert and protect pedestrian and auto traffic.

3.3 SURFACE PREPARATION

- A. Clean all dirt, dust, oil, grease, and other contaminants from surfaces that interfere with penetration or performance of water repellents. Use appropriate masonry or concrete cleaners approved by the water repellent manufacturer where necessary. Rinse thoroughly using pressure water spray to remove cleaner residues. Allow surfaces to dry completely before application of water repellents.
- B. Repair, patch, and fill all cracks, voids, defects, and damaged areas in surface as approved by the Architect. Allow repair materials to cure completely before application of water repellents.
- C. Apply specified sealants and caulking and allow to cure completely before application of water repellents.
- D. Seal all open joints.
- E. Allow new masonry and concrete construction and repointed surfaces to cure for minimum of 28 days before application of water repellents.
- F. Test for pH level according to water repellent manufacturer's written instructions to ensure chemical bond to silicate minerals.

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3.4 APPLICATION

- A. Apply water repellents to substrates in accordance with manufacturer's written instructions, environmental regulations, and application procedures determined from test panel results approved by the Architect.
- B. Apply to clean, dry, cured, and properly prepared surfaces approved by the Architect.
- C. Consult manufacturer's written instructions for information on application equipment to be used and precautions to be taken with the specified products.
- D. Do not dilute or alter water repellents, unless otherwise specified. Do Not Dilute in accordance with manufacturer's written instructions.
- E. Do not apply to below-grade surfaces.
- F. Do not apply to asphalt or other non-masonry materials.
- G. Do not apply to painted surfaces.
- H. Do not apply to compensate for structural or material defects in substrates.
- I. Avoid overspray, wind drift, and splash of water repellents.

3.5 FIELD QUALITY CONTROL

- A. Inspection: Inspect the water repellent work with the Contractor, Architect, applicator, and Prosoco representative, and compare with test panel results approved by the Architect. Determine if the substrates are suitably protected by the water repellents.
- B. Manufacturer's Field Services: Provide the services of a manufacturer's authorized field representative to verify specified products are used, and protection, surface preparation, and application of water repellents are in accordance with the manufacturer's written instructions and the test panel results approved by the Architect.

3.6 FINAL CLEANING

- A. Clean site of all unused water repellents, residues, rinse water, wastes, and effluents in accordance with environmental regulations.
- B. Remove and dispose of all materials used to protect surrounding areas and non-masonry surfaces, following completion of the work of this section.
- C. Repair, restore, or replace to the satisfaction of the Architect, all materials, landscaping, and non-masonry surfaces damaged by exposure to water repellents.

END OF SECTION 07190

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

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General provisions of the Contract, including General and Supplementary Conditions, and Division 1, General Requirements apply to the work specified in this Section.
- B. Scope of Work: This Section contains special provisions for Divisions 22,23 and 26.

1.2 EXAMINATION OF SITE AND DRAWINGS:

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

1.3 INTENT:

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

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of all required items in his proposal and that he will be responsible for approved satisfactory functioning of systems without further compensation.

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

1.4 REGULATIONS:

- A. Codes: All work shall be done in strict accordance with the 2018 Connecticut State Building Code, 2018 Connecticut State Fire Safety Code, 2015 IBC, 2015 IPC, 2015 IMC, Connecticut Public Health Code, 2015 NFPA 101, all applicable NFPA Codes, NEC, UL, NEMA, O.S.H.A., with all requirements of local utility companies and the requirements of all governmental departments having jurisdiction.
- B. Precedence: Requirements of the above shall take precedence over plans and specifications.
- C. Equipment construction standards shall be as follows: Pressure vessels shall be constructed in accordance with the ASME Code, all electrical equipment shall be UL listed and approved and conform to the N.E.C., gas equipment shall be approved by A.G.A. and conform to N.F.P.A. Codes, piping materials, fittings, valves and accessories shall be constructed in accordance with A.S.T.M. and A.N.S.I. standards for class of work involved. All equipment and materials shall be new and of domestic manufacture. All the above codes shall be referenced and dated in the Connecticut Basic Building Code.
- D. Wherever discrepancies occur between above regulations and agencies and contract drawings and specifications, the requirements of above shall take precedence, except that the contract drawings and specifications shall be minimum requirements and that contractors shall advise engineer of any required changes before proceeding with work.

1.5 APPROVED FITTINGS:

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

1.6 PERMITS, FEES:

- A. Include all necessary notices, obtain all permits and pay all governmental taxes, fees, and other costs. File all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction. Obtain all required

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Certificates of the West Hartford Public Schools before request for acceptance and final payment for the work.

1.7 DEFINITIONS:

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

1.8 PROTECTION:

- A. Work under each section shall include protecting the work and materials of all other sections from damage by work or workmen, and shall include making good any and all damage thus caused.
- B. Each section shall be responsible for work and equipment until finally inspected, tested and accepted. Protect work against theft, weather, injury or damage and carefully store material and equipment received on site which is not immediately installed. Close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing materials.
- C. If so specified under the respective section, work may include receiving, unloading, uncrating, storing, protecting, setting in place and connecting up completely of any motor starters, control equipment having mechanical/electrical service connections which may be furnished by West Hartford Public Schools or furnished under another section. Work under each section shall include exercising special care in handling and protecting equipment and fixtures. Any of the above equipment and fixtures which are missing or damaged by reason of mishandling or failure to protect shall be replaced at no additional cost to the West Hartford Public Schools.

1.9 EQUIPMENT SUBSTITUTIONS AND DEVIATIONS:

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

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1.10 ELECTRICAL WORK:

- A. The Electrical Section includes all power wiring for all electrical switches, motor starters and unmounted motors, furnished at the job site by other sections or furnished under the Electrical Sections as stated in other sections of the specifications.
- B. The Electrical Section shall install and wire all starters, switches and controls, as specified and/or shown on drawings. This shall include all operating and safety controls. Refer to sections 16000 and 16400 for additional information.
- C. Electrically operated equipment supplied by other sections which will be installed and wired by Electrical Section shall be delivered to him with detailed instructions for their installation and wiring in sufficient time and proper sequence to enable him to meet his work schedule.
- D. Control devices that include mechanical elements, such as float switches, shall be installed by the section furnishing them, but be wired by the Electrical Sections.
- E. Equipment which includes a number of correlated electrical control devices mounted in a single enclosure or on a common base with equipment shall be supplied for installation completely wired as unit with terminal boxes and ample leads and/or terminal strips, ready for electrical wiring.
- F. Electrical Contractor shall furnish local disconnect switch for all equipment and manual motor starter for fractional HP motors.

1.11 DRAWINGS:

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

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1.12 REVIEWS:

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

1.13 SHOP DRAWINGS:

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

Where drawings are reviewed, said review does not mean that drawings have been checked in detail. Said review does not in any way relieve the Contractor from his responsibility or

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necessity of furnishing material or performing work as required by the Contract Drawings and Specifications.

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

1.14 CUTTING AND PATCHING:

- A. All cutting of openings in walls, floors, partitions, etc. must be done by the Electrical and/or Mechanical Contractor as required to install the work including all cutting of existing construction work. Cutting shall be neatly done and limited to the minimum size necessary. Contractor shall patch and restore to its original condition any work disturbed as a result of work under this Contract.

PART 2 - PRODUCTS

2.1 MATERIALS AND WORKMANSHIP:

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

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2.2 EQUIPMENT VARIATIONS:

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

2.3 MOTOR CONTROL:

- A. All motors will be fed from a motor starter. Motor starters shall be furnished by each respective trade for motor driven equipment provided by them. The Electrical Contractor shall install the starters and shall provide all power wiring to the starters, and from the starters to the motors they control. Where required, remote pushbuttons, plates and pilots will be furnished with the starter and will be installed by the Electrical Contractor, unless otherwise called for under the Temperature Control Section of these specifications. All starters for motors which are to be interlocked with another motor shall have suitable auxiliary contacts.
- B. All small motors without built-in thermal protection shall be furnished with thermal switches. These switches and pilots shall be furnished by the Electrical Contractor.

2.4 ELECTRIC MOTORS:

- A. All motors 1/2 h.p. and above shall be integral horsepower polyphase induction motors conforming to NEMA standards MG-1-1967 and shall be T-frame design in sizes 143 T through 445 T. Each shall be NEMA design B with minimum torque values per MG 1-12.37 and 12.38.
- B. Duty shall be continuous, ambient temperature 40 degrees maximum, allowable temperature rise for open drip-proof -90 degrees, TEFC, 80 degrees C with Class B insulation rating all per MG 1-12.42.
- C. Horsepower, speed and frame sized per MG 1-10, 32, 13.02 and 13.06a.
- D. Enclosures - open drip-proof and TEFC per MG 1-1.25, 1.26 and 1.27.
- E. All dimensions per MG 1-11.31a, 11.32a and 11.34a. All motors shall have stainless steel nameplates with NEMA voltage standards shown.

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- F. Locked rotor KVA per horsepower shall be designated by proper NEMA code letter per MG 1.10.37.
- G. All motors shall be premium efficiency type with a full load efficiency range of 80 percent to 95 percent. High efficiency motor rating shall meet Northeast Utilities Energy Action Program in accordance with the following schedule:

MINIMUM NOMINAL MOTOR EFFICIENCIES

HP	OPEN DRIP PROOF			HP	TOTALLY ENCLOSED		
	MINIMUM EFFICIENCY				MINIMUM EFFICIENCY		
	1200	1800	3600		1200	1800	3600
1	82.5%	85.5%	80.0%	1	82.5%	85.5%	78.5%
1.5	86.5%	86.5%	85.5%	1.5	87.5%	86.5%	85.5%
2	87.5%	86.5%	86.5%	2	88.5%	86.5%	86.5%
3	89.5%	89.5%	86.5%	3	89.5%	89.5%	88.5%
5	89.5%	89.5%	89.5%	5	89.5%	89.5%	89.5%
7.5	91.7%	91.0%	89.5%	7.5	91.7%	91.7%	91.0%
10	91.7%	91.7%	90.2%	10	91.7%	91.7%	91.7%
15	92.4%	93.0%	91.0%	15	92.4%	92.4%	91.7%
20	92.4%	93.0%	92.4%	20	92.4%	93.0%	92.4%
25	93.0%	93.6%	93.0%	25	93.0%	93.6%	93.0%
30	93.6%	94.1%	93.0%	30	93.6%	93.6%	93.0%
40	94.1%	94.1%	93.6%	40	94.1%	94.1%	93.6%
50	94.1%	94.5%	93.6%	50	94.1%	94.5%	94.1%
60	95.0%	95.0%	94.1%	60	94.5%	95.0%	94.1%
75	95.0%	95.0%	94.5%	75	95.0%	95.4%	94.5%
100	95.0%	95.4%	94.5%	100	95.4%	95.4%	95.0%

- H. Service Factors - open-drip-proof, 1 h.p. through 200-1.15 TEFC all horsepower - 1.0.
- I. Noise level within NEMA standard MG 1-12.49.
- J. In addition to the above, all motors 1 through 20 h.p. shall be TEFC with drain holes for both horizontal and vertical positions. Each shall be equipped with deep groove double shielded ball bearings prelubricated with provisions for regreasing.
- K. Motors smaller than 1/2 h.p. shall be capacitor-start or split-phase type designed for 120 volts, single phase, 60 cycles alternating current.

2.5 ELECTRICAL MOTOR STARTERS:

- A. Motor starters shall be furnished by each respective trade for motor driven equipment provided by them. The Electrical Contractor shall install the starters and shall provide all power wiring to the starters, and from the starters to the motors they control.

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- B. Motor starters shall conform to requirements of NEC, NEMA, UL, CSA, and ANSI and shall be suitable for the required horsepower, duty, voltage, phase, frequency, service, and location. All starters shall be furnished in NEMA enclosures suitable for the environment in which they are to be located.
- C. All starters shall be of the same manufacture and shall be furnished in Cutler-Hammer, Square D, General Electric, or Allen Bradley.
- D. Thermal Overloads:
 - 1. All motors 1/8 horsepower or larger shall be provided with thermal-overload protection. Thermal overloads shall be melting alloy ambient temperature compensating type.
 - 2. Thermal overloads shall be sized in accordance with NEC requirements for the nameplate data of the motor(s) as actually delivered to the site.
- E. Starters for manual control of single phase motors up to one (1) horsepower furnished without integral thermal overloads shall be combination manual disconnect switch and starters with thermal overload protection for each ungrounded leg. Starters shall be inoperable if a thermal unit is removed. These starters shall be 2-pole and shall be provided with green neon pilot light and handle guard/lock-off.
- F. Starters for three phase motors shall be full voltage, circuit breaker combination magnetic starters. All circuit breaker combination magnetic starters shall include melting alloy type thermal overload protection, low voltage protection, and two (2) sets of auxiliary normally open and normally closed contacts. Thermal overload protection shall be provided in each ungrounded leg. Starters shall be inoperable if a thermal unit is removed.

All circuit breaker combination magnetic starters shall be equipped with control power circuits. Provide starters with control power transformers of secondary voltage required for the control power circuitry. Provide control power transformers with secondary fusing.

The disconnect handle on circuit breaker combination magnetic starters shall always be in control of the disconnect device with the door opened or closed. The disconnect handle shall be clearly marked as to whether the disconnect device is "on" or "off", and shall include a two-color handle grip, the black side visible in the "off" position, and the red side visible in the "on" position.

 - 1. All circuit breaker combination magnetic starters for manual control of three phase motors shall have start-stop push buttons in the cover and shall be provided with red and green pilot lights.
 - 2. All circuit breaker combination magnetic starters for automatic or interlocking control of three phase motors shall have hand-off-automatic selector switches in the cover and shall be provided with red and green pilot lights.
- G. Starters shall be furnished as part of respective equipment furnished under each Division.

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PART 3 - EXECUTION

3.1 CONNECTING TO EXISTING UTILITIES:

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

3.2 FREIGHT, CARTING AND RIGGING:

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

3.3 SEISMIC RESTRAINTS:

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

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

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

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

- B. Seismic restraints shall be as required by 2003 IBC, Chapter 16 and State of Connecticut 2005 Supplement.

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- C. Seismic Certificat and Analysis
1. Seismic restraint calculations must be provided for all connections of equipment to the structure.
 2. Calculations to support seismic restraint designs must be stamped by a registered professional engineer licensed in the State of Connecticut.
 3. Analysis must indicate dead loads, derived loads, and materials used for connections to equipment and structure. Analysis must detail anchoring methods, bolt diameters, embedment, and weld length.
 4. A seismic design errors and omissions insurance certificate must accompany submittals.
- D. Submit drawings showing locations of all seismic restraints for equipment, piping, and conduit provided under Sections 15 and 16:
1. The term EQUIPMENT includes ALL non-structural components. These specifications are applicable within the facility and 5 feet outside of the foundation wall. Equipment buried underground is excluded but entry of services through the foundation wall is included. Equipment referred to below is a partial list; (equipment not listed is still included in this specification).
- | | |
|-------------------|----------------|
| Air Separators | Light Fixtures |
| Piping | Boiler |
| Pumps (All types) | Cable Trays |
| Tanks (All types) | Conduit |
- E. Submittals shall include a listing of all isolated and non-isolated equipment to be restrained.
- F. Seismic restraints shall not be required for the following installations:
1. Piping in mechanical rooms less than 1 1/4-inch inside diameter.
 2. All other piping less than 2 1/2-inch inside diameter.
 3. All electrical conduit less than 2 1/2-inch inside diameter.
 4. All rectangular air-handling ducts less than 6 square feet in cross-sectional area.
 5. All round air-handling ducts less than 28 inches in diameter.
 6. All piping suspended by individual hangers 12 inches or less in length from the top of the pipe to the bottom of the support for the hanger.
 7. All ducts suspended by hangers 12 inches or less in length from the top of the duct to the bottom of the support for the hanger.
- G. Life safety systems defined:
1. All systems involved with fire protection including sprinkler piping, service water supply piping, fire dampers and smoke exhaust systems.
 2. All systems involved with and/or connected to emergency power supply including all generators, transfer switches, transformers and all flowpaths to fire protection and/or emergency lighting systems.
 3. Fresh air relief systems on emergency control sequence including air handlers, conduit, duct, dampers, etc.

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3.4 COOPERATION WITH OTHER TRADES:

- A. No piping, conduit, valves, boxes, etc., shall be installed until the entire run has been checked for clearance and the work has been coordinated between all the trades. Each tradesman shall be responsible for taking his own field measurements and maintaining proper clearance from the West Hartford Public Schools's equipment and the work of other trades, and for coordinating his work with that of other Contractors and West Hartford Public Schools. Furnish all necessary information, dimensions, templates, etc. in order that a perfectly coordinated job will result.
- B. Contractor shall carry out his work in conjunction with other trades and shall give full cooperation to other trades. Contractor shall furnish all information necessary to permit work of all trades to be installed in a satisfactory manner.
- C. Where space is so limited that Contractor's work shall be installed in close proximity to the work of other trades or where it is evident that Contractor's work will interfere with other trades, he shall assist in working out space conditions to make satisfactory adjustments. If required or directed by Engineer, the Contractor shall prepare composite working drawings and sections of not less than 3/4" -1'-0" scale clearly showing how his work is to be installed in conjunction with other trades; he shall make corrections necessary to satisfactorily complete installation at no additional cost to West Hartford Public Schools.
- D. All supports for hanging material to be connected to steel structure shall be installed prior to installation of fire proofing material. Any damage to fireproofing caused by late installation of hanging material shall be repaired by the Fire-proofing Contractor at the expense of the Contractor responsible.
- E. The Heating Contractors shall give to the Electrical Contractor all information on switches, controls, pilots, etc. furnished under the Heating Contracts, together with makes and catalog numbers where required to permit the Electrical Contractor to leave the proper boxes to receive same. This information shall be given well in advance so that the Electrical Contractor may install his work as construction progresses. In the event that this information is not given in time to permit the Electrical Contractor to leave proper boxes, etc. as construction progresses, it shall be the responsibility of the Contractor to pay all costs of cutting and patching.

3.6 INFORMATION FOR ELECTRICAL CONTRACTOR:

- A. Deliver to the Electrical Contractor all information on motors and controls furnished under the Mechanical Contract, together with makes and catalog numbers, to permit the Electrical Contractor to leave the proper boxes and wiring.

3.7 SLEEVES, INSERTS AND ANCHOR BOLTS:

- A. All pipes and conduits passing through floors, walls or partitions shall be provided with sleeves sized to give a minimum of 1/2" clearance between sleeve and the outside diameter of the pipe, conduit or insulation, enclosing the pipe or conduit.

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- B. Sleeves through concrete floors or interior masonry walls shall be Schedule 40 steel pipe, set flush with finished wall or ceiling surfaces, but extending 2 inches above finished floors or shall be in accordance with details on drawings. In all mechanical equipment rooms sleeves shall extend 6 inches above finished floor.
- C. Inserts shall be individual or strip type of steel or malleable iron construction for removable nuts and threaded rods up to 3/4" diameter, permitting lateral adjustment.

3.8 FIRE STOPPING:

A. General

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

B. General Description of The Work

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

C. References

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

D. Quality Assurance

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

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E. Submittals

1. Submit Product Data: Manufacturer's specifications and technical data for each material including the composition and limitations, documentation of UL firestop systems to be used and manufacturer's installation instructions to comply with Section 1300.
2. Submit material safety data sheets provided with product delivered to job-site.

F. Installer Qualifications

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

G. Products, General

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

H. Acceptable Manufacturers

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

I. Materials

1. Use only firestop products that have been UL 1479, ASTM E-814, or UL 2079 tested for specific fire-rated construction conditions conforming to construction assembly type, penetrating item type, annular space requirements, and fire-rating involved for each separate instance.
2. Provide a firestop system with a "F" Rating as determined by UL 1479 or ASTM E814 which is equal to the time rating of construction being penetrated.
3. Provide a firestop system with an Assembly Rating as determined by UL 2079 which is equal to the time rating of construction being penetrated.

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J. Preparation

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

K Coordination

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

L. Installation

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

M. Field Quality Control

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

N. Adjusting and Cleaning

1. Remove equipment, materials and debris, leaving area in undamaged, clean condition.

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2. Clean all surfaces adjacent to sealed holes and joints to be free of excess firestop materials and soiling as work progresses.

3.9 ACCESSIBILITY:

- A. Locate all equipment which must be serviced, operated or maintained in fully accessible positions. Equipment shall include but not be limited to motors, controllers, switchgear, drain points, etc.
- B. In the event that any equipment is not installed to permit convenient servicing, disassemble, removal of parts, etc. the Contractor shall, at his own expense, make all corrections necessary to accomplish this.

3.10 LUBRICATION:

- A. All equipment having moving parts and requiring lubrication which is installed under this Contract, shall be properly lubricated according to manufacturer's recommendations prior to testing and operation. Any such equipment discovered to have been operated before lubrication is subject to rejection and replacement at no cost to the West Hartford Public Schools. Units furnished with sealed bearings are accepted.

3.11 TAGS, CHARTS AND NAMEPLATES:

- A. Each valve, control, switch, electrical panel, motor and any piece of apparatus installed under these sections shall be properly identified.
- B. Each sectional shutoff valve shall have a brass tag with identifying number. Tag shall be secured to valve stem with sufficient length of copper coated jack chain to allow tag to be easily read.
- C. All other equipment, including panels and switches, shall be proved with a suitable laminated plastic nameplate fastened with screws or rivets. Small equipment labels may use a pressure sensitive tape.
- D. All nameplates and labels shall identify components by proper nomenclature and numbered according to equipment schedule or as designated.
- E. Charts shall be furnished in duplicate and shall include the valve identification number, location and purpose. One chart shall be mounted in frame with a clear glass front and secured to wall in location directed.
Second chart shall be for use throughout building and shall be provided with transparent plastic closure for top and attached 8" bead chain for hanging. Holes to be reinforced with brass grommets. Tags and closures as manufactured by Seton Name Plate Corp., New Haven, Conn., or approved equal.

3.12 INSTRUCTIONS:

- A. Prepare written instructions frames for the proper maintenance and operation of any special equipment furnished and installed under this Contract.

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- B. Personally instruct the West Hartford Public Schools's Custodian or official representative in addition to furnishing all manuals, diagrams, etc. in the proper operation and maintenance of all equipment and piping installed under this Contract.
- C. Prepare a portfolio with all tags, operating manuals, parts lists, guarantees, etc. that are packed with all equipment furnished under this Contract and submit same to the Engineer.

3.13 PIPING CODE MARKERS:

- A. All service piping which is accessible for maintenance operations shall be identified with vinyl plastic color bands and legends at each branch and riser take-off, at each passage through wall, floor and ceiling, adjacent to each valve and on all pipe runs marked each 20'-0". Pipe markers to conform to A.S.A. Bulletin A-13. Where pipes are too small for legends, brass identification tags 1-1/2" in diameter with depressed 1/2" high black filled letters shall be fastened with chain. Pipe markers and tags as manufactured by the Seton Name Plate Corp., New Haven, Conn., or equal approved.

3.14 CLEANING PIPING, CONDUITS AND EQUIPMENT:

- A. Thoroughly clean all piping and equipment of all foreign substances inside and out before being placed in operation.
- B. If any part of a system should be stopped by any foreign matter after being placed in operation, the system shall be disconnected, cleaned and reconnected wherever necessary to locate and remove obstructions.
Any work damaged in the course of removing obstructions shall be repaired or replaced when the system is reconnected at no additional cost to the West Hartford Public Schools.
- C. During the course of construction, all pipe and electrical conduits shall be capped in an approved manner to insure adequate protection against the entrance of foreign matter.

3.15 CLEANING UP:

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

3.16 GUARANTEE:

- A. All parts of the work and all equipment shall be guaranteed for a period of 18 months from the date of acceptance of the job by the West Hartford Public Schools.
- B. If during that period of general guarantee, any part of the work installed fails, becomes unsatisfactory or does not function properly due to any fault in material or workmanship, whether or not manufactured or job built, each section shall upon notice from the West Hartford Public Schools, promptly proceed to repair or replace such faulty material or workmanship without expense to the West Hartford Public Schools, including cutting,

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patching and painting or any other work involved and including repair or restoration of any damaged sections of the premises resulting from such faults.

- C. In the event, that a repetition of any one defect occurs, indicating the probability of further failure, and which can be traced to faulty design, material or workmanship, then repairs or replacement shall not continue to be made but, the fault shall be remedied by a complete replacement of the entire defective unit.
- D. In addition to the general guarantee, obtain and transmit to the West Hartford Public Schools any guarantees or warranties from manufacturers of specialties but only as a supplement to the general guarantee which will not be invalidated by same.

3.17 WEST HARTFORD PUBLIC SCHOOLS'S INSTRUCTIONS AND SYSTEM OPERATION:

- A. At the time of the job's acceptance by the West Hartford Public Schools, Contractor shall furnish maintenance and operating instructions for all equipment including parts list. These instructions shall be written in layman's language and shall be inserted in vinyl covered three-ring loose leaf binder. This information in binder shall be first sent to the approved by the Engineer before turning over to the West Hartford Public Schools.
- B. Upon completion of all work and of all tests, each Division shall furnish the necessary skilled labor and helpers for operating the system and equipment for a period of one (1) day of eight (8) hours, or in two (4) hours separate sessions. During this period, instruct the West Hartford Public Schools or his representative fully in operation, adjustment and maintenance of all equipment furnished. Give at least forty-eight (48) hours notice to the West Hartford Public Schools in advance of this period.

3.18 WEST HARTFORD PUBLIC SCHOOLS'S ACCEPTANCE TEST:

- A. After the various systems are complete as determined by preliminary operating tests, the Contractor shall arrange for the West Hartford Public Schools's final acceptance tests.
- B. The Contractor shall have present at each acceptance test, representatives of the several Contractors whose work is directly or indirectly involved, with instruments as necessary in accordance with the design and to include the following.
 - 1. All equipment installed and operating in accordance with manufacturer's instructions and performance guarantee.
 - 2. All systems operating in accordance with specifications.
 - 3. All distribution systems properly adjusted for distribution to equipment as specified.
 - 4. The various systems properly flushed, cleaned, and free of entrapped air and dirt.
 - 5. All motors installed with proper thermal overload protection and not operating under overload conditions as determined by ammeter readings.
 - 6. All valve charts, etc. as specified in various parts of the specifications installed or ready for delivery to the West Hartford Public Schools.
- C. The date of the West Hartford Public Schools' acceptance of the equipment shall be the start of the one year guarantee period.

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3.19 TEST:

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

END OF SECTION 20 00 50

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SECTION 22 05 00

COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SCOPE OF WORK:

Gas systems
Domestic water systems

- A. This contract includes all labor, material, equipment, tests and appliances required to furnish and install all plumbing as shown on drawings, implied and herein specified.
- B. The location of the building will be as shown on drawings. A visit to the site and examination of other Mechanical trades showing all details of construction is a requirement before submitting a proposal.
- C. The drawings are diagrammatic and indicate the general arrangement of piping and equipment, and do not show all minor details and fittings. Such items shall be included, as well as reasonable modifications, in the layout as directed to prevent conflict with other trades.
- D. Connect all equipment shown on drawings. Check all Mechanical drawings and coordinate all the work accordingly.
- E. Provide seismic restraints in accordance with Section 230548.

1.3 QUALITY ASSURANCE:

- A. Codes and Standards: All work shall comply with the Connecticut State Building Code, BOCA Plumbing Code, and NFPA Standards.
 - 1. 2018 Connecticut State Building Code with all the Amendments.
 - 2. 2015 International Building Code
 - 3. 2015 Life Safety Code- NFPA 101
 - 4. 2015 International Plumbing Code
 - 5. 2015 International Mechanical Code
 - 6. 2015 National Fuel Gas Code-NFPA 54.
 - 7. 2015 International Energy Conservation Code
 - 8. State of Connecticut Public Health Code
 - 9. 2009 Accessible and Usable Buildings and Facilities - ICC/ANSI A117.1
 - 10. Americans with Disabilities Act – ADA

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1.4 SUBMITTALS:

- A. **Shop Drawings:** Submit the following shop drawings:

Valves
Pipes, fittings and couplings
Hangers and supports

1.5 PLUMBING SYSTEM DESCRIPTION:

- A. Furnish and install all plumbing equipment shown on the drawings and herein specified. All equipment shall be complete and perfect and properly connected to water supply as required and left in complete operation.
- B. Before ordering equipment, Contractor shall submit brochures of all equipment and trim to the Engineer for review.
- C. Contractor shall include all permit fees and connection charges.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS:

- A. Listed below are references to the specification standards or recognized authorities to which pipe and fitting materials must conform.
- B. All reference shall be the current edition as recognized by the active codes. Each pipe length shall have the manufacturer's name cast, stamped or rolled on. Each fitting shall have the manufacturer's symbol and pressure rating cast, stamped or rolled on.
- C. Copper Tubing: shall be Type "K" or "L" seamless conforming to ASTM B 88. Cast bronze fittings to conform to ANSI B16.18 and wrought copper fittings to conform to ANSI B16.22.
- D. Solder: To be 95% tin, 5% antimony (lead free) conforming to ASTM B-32, grade 5A.
- E. Gas Piping:
1. The pipe shall be steel pipe, Schedule 40 complying with the ASTM A 53 Specification for Pipe, Steel, Black and hot-dipped, Zinc-Coated Welded and Seamless. The fittings shall be steel, malleable iron or ductile iron.
 2. Gas pipe shall be clear and free from cutting burrs and defects. Any defective pipe or fitting shall be replaced and shall not be repaired.
 3. Provide gas valves at all pressure regulators, at each piece of equipment, as shown on drawings and as required by codes. Gas solenoid valve for Kitchen is to be normally closed. Size as indicated on drawings.
 4. No branch lines shall be taken from the bottom of horizontal runs.

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5. Provide drips at any points in line where condensate may collect.
6. All gas piping shall be graded not less than 1/4" in 15'-0". All horizontal piping shall be graded to risers; provide capped drip at bottom of riser.
7. Provide dirt legs, gas valves, and unions at each equipment connection.

2.2 HANGERS:

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

<u>Piping</u>	<u>Size</u>	<u>Maximum Interval</u>
Steel	2" & smaller	Six (6) feet
Steel	2 1/2" & larger	Ten (10) feet
Copper Tubing	1 1/4" & smaller	Five (5) feet
Copper Tubing	1 1/2" & larger	Eight (8) feet

- E. Hangers up to and including 2" shall be the adjustable band type equal to Empire. Figure 310 for iron pipe and Fig. 310CT for copper tubing.
- F. Hangers for piping 2-1/2" and up shall be the clevis type, equal to Empire. Figure 11 for iron pipe and Figure 110CT for copper tubing.
- G. Hangers shall be suspended from one of the following devices:
 1. "C" clamps.
 2. Trapeze hanger assemblies consisting of back-to-back horizontal steel channels with end-type rod hangers.
 3. Expansion shield embedded into concrete or masonry.
- H. Provide seismic restraints in accordance with Section 15010.

2.3 INSULATION:

- A. Refer to Section 220700.

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2.4 VALVES:

- A. This Contractor shall furnish and install valves where shown on plans and also wherever necessary to make the system complete in its operation. All valves shall be as manufactured by Stockham, Jamesbury, Appollo, Centerline or Milwaukee as specified.

Hot water and cold water (domestic)

2" and smaller

Ball valves	Apollo - 71-100/200
Check valves	Stockham B-310-T

2-1/2" and larger

Butterfly valves	Stockham - LG712-BS3-B (Lug Style)
Check valves	Centerline - CLC - S.S. plates and spring nypalon seats

Furnish all valve materials suitable for service intended.

2.5 BACKFLOW PREVENRTERS:

- A. 4" Reduced pressure Zone Assembly: Watts Model 957RPDA with non-rising stem gate valves, UL classified and FM approved. Provide with air gap fitting.
- B. 3/4", 1", & 2" Reduced pressure Zone Assemblies: Watts Model 909 with ball valves. Provide with air gap fitting.
- C. 1/2" Reduced pressure Zone Assembly: Watts Model 009 with ball valves valves, UL classified. Provide with air gap fitting.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. Check all plumbing and electrical drawings to make sure that this piping will not conflict with other work.
- B. All piping work shall be installed with provisions to allow for expansion and contraction of lines so as to prevent any undue strains on pipe and fittings, any trapping of lines or lifting or dislocating of any appliances.
Rectify without cost to the West Hartford Public Schools any conditions of noisy circulation due to trapped or air bound lines, including the expense of cutting and repairing of the building structure incident to making such alterations.
- C. Install the work to conform to space conditions and the work of other trades. The drawings indicate generally the runs and the sizes of piping and although the size must not be decreased, nor the drawings deviated from except as unforeseen space conditions may require, the right is reserved to make minor changes in the arrangement of the work to meet the conditions arising during construction.

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3.2 TESTS:

- A. Furnish all labor and materials for the performance of all tests as required by codes and by the authorized inspectors having jurisdiction.

3.3 HOT WATER PIPING:

- A. Extend the hot water piping as shown on plans which, in general, will follow the cold water.
- B. At low points, provide valved drain with hose connection with vacuum breaker.
- C. Pipe shall be copper Type "K" or "L" with wrought copper sweat fittings.

3.5 COLD WATER PIPING:

- A. Extend cold water piping as shown on plans.
- B. At low points, provide valved drain with hose connection with vacuum breaker.
- C. Pipe shall be copper type "K" or "L".

3.6 FUEL GAS PIPING:

- A. Pressure Testing
 - 1. The customer piping shall be pressure tested in accordance with the National Fuel Gas Code (NFPA_54), current edition. The test medium shall be nitrogen (N2), carbon dioxide (CO2) or air. The test pressure and duration shall conform to NFPA-54 Section 4.14 and must be approved by the local authority having jurisdiction and the Local Gas Distribution Company (LDC).
- B. Purging and Placing Gas Piping into Operation
 - 1. Upon notification and meter being turned on by Local Distribution Gas Company, the house line can be placed in operation. All purging shall be done in accordance with NFPA-54 Section 4.3.2.
 - a. The air can be safely displaced with natural gas provided that a moderately rapid and continuous flow of gas is introduced at the meter and air is vented to the outside of the building by means of connecting a rigid pipe or a semi-rigid metallic tubing with appropriate fittings.
 - b. The purge piping must be located outside of the building at a safe distance away from fresh air intakes and away from any source of ignition. The end of the purge riser must be equipped with a flash back arrestor. The purge riser must be manned at all times. A fire extinguisher must be placed nearby while purging is in operation. A combustion gas indicator (CGI) can be used to assure the house line is purged properly to 100% gas.

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- c. In the event of multi-floor house lines, the longest house line (furthest from the meter) must be purged first, followed by the next longest, until all sections of house lines have been purged to 100% gas.

C. Odorant Level

1. All house lines must be continuously purged until such time that the Odorant level is sufficiently detachable by smell and confirmed with an ordinary level instrument such as Bacharach Model 5110-200, or equivalent.
The instrument shall have a range of to 1.2% gas in air. The line must be purged until a readily detachable Odorant reading of 0.25% or less gas in air is maintained.
 - a. As soon as the acceptable level reading is maintained at all purging locations, turnoff the ends of house lines, disconnect the purging tubing, permanently plug all ends and leak test all plugs. Gas utilization equipment can now be purged and placed into operation.
 - b. Odorant level readings shall be re-taken periodically to ensure proper level of Odorant is maintained. Odorant level may decay especially in low flow house lines. If this occurs purging procedure must be repeated as needed.

3.7 PIPING JOINTS:

- A. **Soldered Joints in Copper Tube:** Cut the ends of tubes square, remove burrs, clean tube ends and fitting sockets with emery cloth, and remove all particles before applying flux and making the joint. Insert tubes to full socket depth. Use the following solders at the given conditions.
- B. All solder joints shall be made up with 95/5 solder.
- C. Plumbing Contractor shall be held responsible for any damages caused by water from poorly made joint.

3.8 REAMING OF PIPES:

- A. All pipes to be carefully reamed after cutting and threading.
- B. All steel pipe lines shall be reamed carefully before they are threaded. They shall be reamed smooth on the inside to give the full area of pipe in all cases.
- C. All copper tubing shall be carefully cut square and true, carefully reamed and thoroughly cleaned. The inside of fittings shall be carefully cleaned. All tubing shall be inserted fully to the shoulder of fittings.

3.9 TESTING:

- A. All piping testing to be performed in accordance with all applicable Codes including, but not limited to IFC and CT Health Code.
- B. All involved parties are to be notified at least two weeks in advance of a scheduled test.

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3.10 DISINFECTION:

- A. Disinfect new water piping in accordance with AWWA C601.
1. The pipe system shall be flushed with clean, potable water until dirty water does not appear at the points of outlet.
 2. The system or part thereof shall be filled with a water/chlorine solution containing at least 50 parts per million (50mg/L) of chlorine, and the system or part thereof shall be valved off and allowed to stand for 24 hours; or the system or part thereof shall be filled with water/chlorine solution containing at least 200 parts per million (200mg/L) of chlorine and allowed to stand for 3 hours.
 3. Following the required standing time, the system shall be flushed with clean potable water until the chlorine is purged from the system.
 4. The procedure shall be repeated where shown by a bacteriological examination that contamination remains present in the system.
 5. After completion take bacteriological samples to provide a record by which the effectiveness of the procedure can be determined.

END OF SECTION 22 05 00

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SECTION 22 07 00

PLUMBING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General Provisions of the Contract, including General and Supplementary Conditions and Division 01, General requirements, apply to the work specified in this Section.
- B. The requirements in Section 22 05 00 shall also govern the work under this Section.
- C. Scope of Work: This Section contains details for the insulation of pipe and equipment installed under Division 22.

1.2 SUBMITTALS:

- A. In accordance with Section 20 00 50, the following items shall be submitted for approval.
 - Piping insulation
 - Fitting insulation
 - Equipment insulation

1.3 MECHANICAL SYSTEMS INSULATION:

- A. Furnish and install all thermal and protective insulation as specified herein for piping and equipment as shown on the drawings.
- B. The following mechanical items shall be insulated:
 - Piping – hot, recirculated hot, cold and horizontal storm drain
 - Fittings - Valve bodies, Victaulic couplings, elbows, tees, etc.
 - Equipment insulation

1.4 SYSTEM PERFORMANCE

- A. Insulation materials furnished and installed hereunder should meet the minimum thickness requirements of ASHRAE 90.1 (2013), "Energy Efficient Design of New Buildings," of the American Society of Heating, Refrigeration, and Air Conditioning Engineers. However, if other factors such as condensation control or personnel protection are to be considered, the selection of the thickness of insulation should satisfy the controlling factor.
- B. Insulation materials furnished and installed hereunder shall comply with NFPA 255 and shall have a maximum flame spread index of 25 and a maximum smoke developed index of 50 when tested in accordance with the following testing standard:

Underwriters' Laboratories, Inc. UL 723

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

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1.5 QUALITY ASSURANCE

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

1.6 DELIVERY AND STORAGE OF MATERIALS

- A. All of the insulation materials and accessories covered by this specification shall be delivered to the job site and stored in a safe, dry place with appropriate labels and/or other product identification.
- B. The contractor shall use whatever means are necessary to protect the insulation materials and accessories (wick material, sealing tape, etc) before, during, and after installation. No insulation material shall be installed that has become damaged in any way. The contractor shall also use all means necessary to protect work and materials installed by other trades.

PART 2 – PRODUCTS

2.1 PIPING:

- A. Insulate all new domestic hot, cold and recirculating hot water lines with Johns Manville Fiberglass ASJ with S.S.L. II, pipe insulation with double self-sealing lap having a factory applied jacket. All horizontal and vertical insulated piping located below 8'-0" AFF level and not protected with enclosures shall be protected with Zeston 2000 P.V.C. 30 Mil jacketing. Outdoor, exposed piping shall be protected with aluminum jacket. All horizontal and vertical insulated pipes located in the Boiler Room shall be protected with color coded Zeston 300 Series 30 Mil jacket. Acceptable equals are by SpeedLine or Proto.
- B. All concealed piping shall be covered as follows: Apply insulation to clean dry pipe with side and end joints butted tightly. Seal lap of jacket and butt joint strips with Benjamin Foster 82-07 vapor barrier lap adhesive. Insulate fittings, flanges and valves of piping with mitered pipe insulation, or F/G premolded fittings made smooth with insulating cement and jacket with glass cloth saturated with Benjamin Foster 30-60 lagging adhesive. Vinyl or plastic fitting jackets will be allowed.
- C. Insulate domestic cold water, (70 degrees F. and below) in the same as for hot piping above except vapor seal all joints, seams, elbows and fittings.
- D. For all insulated pipes exposed to weather apply a 16 mil embossed aluminum jacket with 2" overlap at longitudinal and circumferential joints. Secure in place with 3/4" x .015" aluminum band 18" on centers. All seams shall be sealed weather tight.

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- E. Foam insulation:
1. Piping and Fittings. MicroLok plain pipe insulation shall be wired or taped in place over clean, dry pipe with all joints butted firmly together. Vapor retarder shall be Micro-Lok AP-T plus.
 2. The insulation shall be finished with metal jacketing with a laminated moisture retarder. Metal jacketing shall be overlapped 2 to 3 inches (51 to 76 mm) and held in place with sheet metal screws or metal bands.
 3. Elbows and tees shall be finished with matching metal fitting covers. Other fittings in metal-jacketed systems shall be finished with conventional weather-resistant insulating materials with painted aluminum finish.

- G. Provide minimum insulation thickness in accordance with the following table.
 Minimum Pipe Insulation

Piping System Types	Fluid Temp. Range	Runouts 2 in +	1 in. and less	1-1/4 to 2 in.	2-1/2 to 4 in.	5 and Larger
	F	in.	in.	in.	in.	in.
Plumbing Systems						
Hot Water	100-200	1.0	1.5	1.5	2	2
Cold Water	Below 70	0.5	1.5	1.5	1.5	1.5

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

2.2 FITTING COVERS:

- A. Fitting covers may be used in lieu of insulating cement and jacket. Provide fitting covers in Zeston - 2000 P.V.C. (20 Mil thickness) by Johns Manville. Provide color coded fitting covers in Zeston 300 Series 30 Mil jacket for fittings located in the Boiler Room. Acceptable comparable products are by SpeedLine or Proto.
- B. General - The matching insert (fiberglass) should either be wrapped completely around the fitting or snugly positioned inside the fitting for proper fit. The insert shall cover the full inner surface area of the fitting cover. The fitting cover is then to be applied over the fitting and insert, and the throat secured by either tack fastening, taping, or banding.
- C. Cold Pipe - Fitting systems below ambient temperature must have a continuous vapor barrier, either with pressure sensitive PVC Tape, or an approved adhesive system. When PVC Tape is used, a 2" downward lap is required. On cold lines in severe ambient temperatures, the fiberglass insert shall be the same thickness as the adjacent pipe insulation. All joints shall then be sealed with PVC Tape.

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- C. Hot Pipe - For hot piping which requires pipe insulation over 1-1/2" wall, an extra inch of wall thickness in the pipe insulation shall be applied. If the surface temperature of insulation exceeds 155 degrees F. fitting covers should not be used. The throat seam shall be riveted or tacked on hot piping.

2.3 COMBUSTION AIR PIPE:

- A. Insulate combustion air pipe in Mechanical Room with 1" thick, R-5, fiberglass ASJ-25 equipment insulation.
- B. Insulation shall be cut to fit the shape and contour of the equipment. All voids between pipe surface and insulation shall be packed with light density fiberglass. Impale insulation over welded pins on 12" centers and secure in place with speed washers.
- C. The insulation shall be vapor sealed to provide a complete airtight envelope. Vapor barrier shall consist of one layer of Ludlow Foil Barrier Paper smoothly adhered to the insulation or cement surface with Benjamin Foster 82-07 Vapor Barrier Lap Adhesive.

PART 3 – EXECUTION

3.1 SITE INSPECTION

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

3.2 PREPARATION

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

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3.3 INSTALLATION

A. General

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

B. Fittings

1. Wrap valves, fittings, and similar items in each piping system with wicking material to ensure a continuous path (100% coverage) for the removal of condensation.
2. Cover valves, fittings, and similar items in each piping system using one of the following:
 - a. Mitered sections of insulation equivalent in thickness and composition to that installed on straight pipe runs.
 - b. PVC Fitting Covers insulated with material equal in thickness and composition to adjoining insulation.
3. Seal all fitting joints with contractor supplied VaporWick Sealing Tape or approved vapor retarder mastic compound.

C. Penetrations

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

3.4 SEAMS:

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

3.5 PRIOR TESTING:

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

3.6 VAPOR BARRIER:

- A. Vapor barrier shall be applied in accordance with the manufacturer's instructions to maintain the integrity of the vapor barrier on cold systems.

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- B. An approved vapor retarder mastic compatible with PVC must be applied between pipe insulation and fitting cover, and on fitting cover and throat overlap seam.
- C. For fittings where operating temperature is below 45 deg. For where pipe insulation thickness is greater than 1 ½", two or more layers of Hi-Lo temp insulation inserts shall be installed beneath fitting cover.

3.7 METAL SHIELDS:

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

3.8 FIELD QUALITY ASSURANCE

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

3.9 PROTECTION

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

3.10 SAFETY PRECAUTIONS

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

END OF SECTION 22 07 00

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SECTION 23 05 48 VIBRATION ISOLATION AND SEISMIC RESTRAINTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SECTION INCLUDES:

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

1.3 REFERENCES:

- A. State of Connecticut Building Code.
- B. NFPA 13 - Installation of Sprinkler Systems.
- C. SMACNA - Seismic Restraint Manual Guidelines for Mechanical Systems.
- D. Mason Industries, Inc. Seismic Restraint Guidelines

1.4 QUALIFICATIONS:

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

1.5 SUBMITTALS:

- A. Submit under provisions of Section 200050.
- B. The submittal material shall include copies of descriptive data for all products and materials including but not limited to the following:

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1. Descriptive Data:
 - a. Catalog cuts and data sheets.
 - b. An itemized list showing the items to be isolated and/or seismically restrained, product type or model number to be used and loading and deflection data.
 - c. Seismic restraint calculations.
 - d. (Structural or civil engineer's State of Connecticut professional engineer's seal verifying design and calculations for seismic restraining system used.)

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

1.6 GENERAL (MANUFACTURER) RESPONSIBILITIES:

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

1.7 PROJECT RECORD DOCUMENTS:

- A. Submit under provisions of Section 200050.

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- B. Record actual locations and installation of vibration isolators and seismic restraints including attachment points.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

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

2.2 SEISMIC RESTRAINT TYPES:

- A. General: Installations shall be designed to safely accept external forces of one-half "G" load in any direction for all rigidly supported equipment without failure and permanent displacement of the equipment. Life safety equipment such as (fire pumps, sprinkler piping and emergency generators) shall be capable of safely accepting external forces up to one "G" load in any direction without permanent displacement of the supported equipment. Seismic restraints shall not short circuit vibration isolation systems or transmit objectionable vibration or noise.
- B. Type I (spring mount): Shall comply with general characteristics of spring isolators having a minimum o.d. to o.h. of .8 to 1 and minimum runout of 50% to solid. Shall incorporate snubbing restraint in all directions. Shall be capable of supporting equipment at a fixed elevation during equipment erection. Cast housings shall be ductile iron or aluminum. System to be field bolted or welded to deck with 1 G acceleration capability. Mason Type SSLFH or as approved.
- C. Type II (snubber): Each corner of side shall incorporate a seismic restraint having a minimum 5/8" thick resilient pad limit stops working in all directions. Restraints shall be made of plate, structural members, or square metal tubing concentric within a welded assembly incorporated resilient pads. Angle bumpers are not acceptable. System to be field bolted or welded to a deck with 1 G acceleration capability. Mason Type Z-1011 and Z-1225.
- D. Type III (cable braces): Metal cable type with approved end fastening devices to equipment and structure. System to be field bolted to deck or overhead structural members using two sided beam clamps to steel or appropriately designed insert for concrete. All parts of system including cables, clamps, excluding fastenings are to be single vendor furnished to assure seismic compliance. Mason Type SCB.
- E. Type IV (neoprene mount): Double deflection neoprene isolator encased in ductile iron or steel casing minimum .30 static deflection. System to be field bolted or welded to deck with 1 G acceleration capacity. Mason Type BR, RBA.

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- F. Type V: Non-isolated equipment to be field bolted or welded (powder shots not acceptable) to resist seismic forces unless under 100 lb. Shear force required. Mason Type SAS, SAB.

2.3 VIBRATION ISOLATION – GENERAL:

- A. Vibration Isolation shall control excessive noise and vibration in the building due to the operation of machinery or equipment, and/or due to interconnected piping, ductwork, or conduit. (The installation of all vibration isolation units, and associated hangers and bases, shall be under the direct supervision of the vibration isolation manufacturer's representative.)
- B. All vibration isolators shall have either known non-deflected heights or calibration markings so that, after adjustment, when carrying their load, the deflection can be verified.
- C. All isolators shall operate in the linear portion of their load versus deflection curve. Load versus deflection curves shall be furnished by the manufacturer and must be linear over a deflection range of not less than 50% above the design deflection.
- D. The theoretical vertical natural frequency for each support point, bases upon load per isolator and isolator stiffness, shall not differ from the design objectives for the equipment as a whole by more than +/- 10%.
- E. All neoprene mountings shall have a Shore hardness of 30 to 60 +/- 5, after minimum aging of 20 days or corresponding oven aging.

2.4 VIBRATION ISOLATOR TYPES:

- A. Type A: Spring isolators:
1. Minimum diameter of 0.8 of the loaded operating height.
 2. Corrosion resistance where exposed to corrosive environment with:
 - a. Springs cadmium plated or electro-galvanized.
 - b. Hardware cadmium plated.
 - c. All other metal parts hot-dip galvanized.
 3. Reserve deflection (from loaded to solid height) of 50% of rated deflection.
 4. Minimum ¼" thick neoprene acoustical base pad on underside, unless designated otherwise.
 5. Designed and installed so that ends of springs remain parallel and all springs installed with adjustment bolts.

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6. Non-resonant with equipment forcing frequencies or support structure natural frequencies.
 7. Mason Type SLF.
 8. When used in conjunction with seismic bracing, seismic restraint Type II shall be installed.
- B. Type B: Spring isolators shall be same as Type A, except:
1. Provide built-in vertical limit stops with minimum 1/4" clearance under normal operation.
 2. Tapped holes in top plate for bolting to equipment when subject to wind load.
 3. Capable of supporting equipment at a fixed elevation during equipment erection. Installed and operating heights shall be identical.
 4. Adjustable and removable spring pack with separate neoprene pad isolation.
 5. Capable of accepting 1 G of acceleration.
 6. Mason Type SLR.
- C. Type C: Spring hanger rod isolators:
1. Spring element seated on a steel washer within a neoprene cup incorporating a rod isolation bushing.
 2. Steel retainer box encasing the spring and neoprene cut.
 3. When used in conjunction with seismic bracing, seismic restraint Type III shall be installed.
 4. Mason Type HS.
- D. Type D: Seismic Restraint, Type IV: Double deflection neoprene isolator encased in ductile iron or steel casing minimum .30 static deflection. System to be field bolted or welded to deck with 1 G acceleration capacity. Mason Type BR, RBA.
- E. Type E: Elastomer hanger rod isolators:
1. Molded unit type neoprene element with projecting bushing lining rod clearance hole.
 2. Neoprene element to be minimum 1-3/4" thick.
 3. Steel retainer box encasing neoprene mounting.
 4. Clearance between mounting hanger rod and neoprene bushing shall be minimum of 1/8".
 5. Minimum static deflection of 0.35".

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6. When used in conjunction with seismic bracing, seismic restraint Type III shall be installed.
 7. Mason Type HD.
- F. Type F: Combination spring/elastomer hanger rod isolators:
1. Spring and neoprene isolator elements in a steel box retainer. Neoprene double deflection type. Single deflection is unacceptable. Spring seated in a neoprene cup with extended rod bushing.
 2. Characteristics of spring and neoprene as described in Type A and Type E isolators.
 3. When used in conjunction with seismic bracing, seismic restraint Type III shall be installed.
 4. Mason Type DNHS.
- G. Type G: Pad type elastomer mountings:
1. 3/4" Minimum thickness.
 2. 50 PSI maximum loading.
 3. Waffled design.
 4. Deflection per pad thickness.
 5. Galvanized steel plate between multiple layers or pad thickness.
 6. Suitable bearing plate to distribute load.
 7. Mason Type Super W.
- H. Type H: Grommet type elastomer bushings:
1. One piece molded bridge bearing neoprene.
 2. Washer / bushing shall surround the anchor bolt.
 3. Flat washer face to avoid metal to metal contact.
 4. Mason Type HG.
- I. Type K: Pipe Anchors: All-directional acoustical pipe anchor consisting of a telescopic arrangement of two sizes of steel tubing separated by a minimum one-half inch thickness of heavy-duty neoprene and duck or neoprene isolation material. Vertical restraints shall be provided by similar material arranged to prevent vertical travel in either direction. Allowable loads on the isolation material shall not exceed 500 psi and the design shall be balanced for equal resistance in any direction. Isolation to be bolted or welded depending on structure. Mason Type ADA.

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2.5 EQUIPMENT BASES:

- A. Integral Structural Steel Base, Type B-1:
1. Reinforced as required to prevent base flexure at start-up and misalignment of drive and driven units. Centrifugal fan bases complete with motor slide rails.
 2. Drills for drive and driven unit mounting template.
 3. Must be utilized with seismic restraint Type I, II, or IV.
 4. Mason Type M, WFB.
- B. Concrete Inertia Base, Type B-2:
1. Vibration isolator manufacturer shall furnish rectangular structural concrete forms for floating foundation. Bases for split case pumps shall be large enough to provide support for suction and discharge base ells. The base depth shall be a minimum of 1/10 of the longest span but not less than 6" or greater than 14".

Forms shall include minimum concrete reinforcement consisting of ½" bars or angles in place in 6" centers running ways and a layer 1 ½" above the bottom and a top layer of reinforcing steel as above for all bases exceeding 120" in one direction. Isolators shall be set into pocket housings which are an integral part of the base construction and set at the proper height to maintain a 1" clearance below the base. Bases shall be furnished with templates and anchor bolt sleeves as part of this system.
 2. Must be utilized with seismic restraint Type I, II or IV.
 3. Mason Type K, BMK.
- C. Isolated Curb, Type B-3:
1. Curb mounted rooftop equipment shall be mounted on structural spring isolation curbs that directly sit on roof construction and are flashed and waterproofed into roof's membrane waterproofing system. Manufacturer's curb shall not be used.
 2. All spring locations shall have removable waterproof covers to allow for spring adjustment and/or removal. All curbs shall be pitched. Contractor shall coordinate required pitch with the structural.
 3. Curbs shall have a provision for an optional sound barrier kit.
 4. All spring mounts shall be as Isolator Type A.
 5. Curbs shall have static deflection.

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6. Curbs shall be rated for 1 G of acceleration and shall be wind restrained for 110 mph wind loads.
 7. Curbs shall have California OSHPD approval.
 8. Sound barrier package, SBC-3. Two layers of waterproof sheetrock and sound insulating material shall be supplied and installed by this contractor.
 9. Curbs to be welded to building steel or bolted to concrete decks to attain acceleration criteria.
 10. Mason Type RSC.
- D. Roof Isolation Rail System, Type B-4: Rooftop fans, condensing units, exterior ducted air handling units, etc., shall be installed on continuous equipment support piers which shall combine a regular equipment support and an isolation system into one assembly. The system shall be designed with 2" or 3" static deflection steel springs which are both adjustable, removable, and interchangeable after equipment has been installed. The system shall maintain the same operating and installed height both with and without the equipment load and shall be fully restrained during wind load conditions allowing no more than ¼" motion in any direction. The isolation pier shall be designed to accept the membrane waterproofing. The entire assembly shall be cold spray galvanized or plastic coated.
System design permits minimum 1 G of acceleration. Curbs to be welded to building steel or bolted to concrete decks to attain acceleration criteria. Mason Industries Model RSR.
- E. Non-isolated seismic roof curbs, Type B-5:
1. Curb sections shall be either structural steel channels or 12GA. sheet metal.
 2. Field assembled joints shall include a minimum of 2 rows of three bolts at each connection.
 3. Curb to have a factory installed wood nailer.
 4. System to be bolted or welded to deck.
 5. System shall be designed for minimum 1/2G. of acceleration.
 6. Mason Type RRC.
- F. Dunnage steel mounted rooftop equipment. Type B-6:
1. Rooftop equipment shall be mounted on structural tubular steel boxed rail assembly.
 2. Tubular steel rails shall be attached to seismic rated spring vibration isolators.
 3. Isolators shall be bolted or welded to dunnage steel to meet seismic criteria of 1/2G acceleration.
 4. Entire assembly shall be hot dipped galvanized.
 5. Mason Type RSLR.

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2.6 FLEXIBLE CONNECTORS:

A. Elastomer Type FC-1:

1. Manufactured of Kevlar reinforcement and EPDM, both molded and cured with hydraulic presses.
2. Straight connectors to have two spheres reinforced with a molded-in external ductile iron ring between spheres.
3. Elbows shall be long radius type.
4. Rated 250 psi at 170 degrees F. Dropping in a straight line to 170 psi at 250 degrees F for sizes 1-1/2" to 12" elbows. Elbows shall be rated no less than 90% of straight connections.
5. Sizes 10" to 12" to employ control cables with neoprene end fittings isolation from anchor plates by means of 1/2" bridge bearing neoprene bushings.
6. Minimum safety factor, 4:1 at maximum pressure ratings.
7. Systems bolted to victaulic type couplings or gate, butterfly, or check valves to have a minimum 5/8" flange spacer installed between conductor and coupling on flange.
8. Submittals to include test reports.
9. Mason Type Safeflex SFDEJ.

B. Flexible Stainless Hose, Type FC-2:

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

C. Unbraided Exhaust Hose, Type FC-3:

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

D. 60 Degree VEE assembly:

1. Type 304 stainless steel hose and braid.
2. 4" motion in all directions.
3. ASA 150 carbon steel flanges.

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PART 3 - EXECUTION

3.1 GENERAL SEISMIC RESTRAINT REQUIREMENTS:

- A. Install seismic restraints in accordance with manufacturers recommendations.
- B. Seismic restraining system Type III: Install taut for non-isolated equipment and slack with ½" cable deflection for isolated systems.
- C. Seismically restrain all piping, conduit and ductwork with Type III or Type V seismic restraint in accordance with guidelines outlined below. Restraints which are to be used in conjunction with vibration isolators shall be Type III.
 - 1. Carbon steel piping shall be braced at maximum 40' intervals and at turns of more than 4'. Lateral bracing at maximum 80' intervals. No-hub piping to be braced at maximum 20' intervals or maximum 40' using ½ G acceleration rated couplings.
 - 2. Ductwork shall be braced at maximum 30' and at every turn and duct run end. Lateral bracing at maximum 60'.
- D. Equipment mounted on housekeeping pads: Pads shall be properly doweled or expansion shielded to deck to meet acceleration criteria. Mason Type HPA.
- E. Seismic Restraints are not required for the following:
 - 1. Piping in mechanical rooms or penthouses less than 1-1/4" O.D, except fire protection piping.
 - 2. Piping in other areas less than 2-1/2" O.D. except fire protection piping.
 - 3. Ducts which have a cross sectional area less than 6 square feet.
 - 4. All piping suspended by individual hanger 12" or less in length from the top of the pipe to the bottom of the support for the hanger, except fire protection piping.
 - 5. Fire protection feed mains and cross mains suspended by individual hangers 6" or less in length from the top of the pipe to the bottom of the support for the hanger.
 - 6. All top supported ducts suspended by hangers 12" or less in length from the top of the duct to the bottom of the support for the hanger.
 - 7. Electrical conduit less than 1-1/2" I.D.
- F. For overhead supported equipment, over stress of the building structure must not occur. Bracing can occur from:
 - 1. Flanges to structural beams.
 - 2. Upper or lower truss chords in bar joist construction at panel points.
 - 3. Cast-in-place inserts or drilled and shielded inserts in concrete structures.
- G. Building seismic and expansion joints: Install hinged joints at piping crossing expansion and seismic joints and anchor the piping either side.

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Anchors on each end are to be capable of accepting 1.5 times the operating pressure multiplied by the projected area of the pipe.
Fittings shall be able to compensate for 4" motions in all directions.

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

3.2 GENERAL VIBRATION ISOLATION REQUIREMENTS:

- A. Install isolators in accordance with manufacturer's recommendations. Vibration isolators shall not cause any change of position resulting in stresses or misalignment.
- B. Mechanical equipment shall be isolated from the building structure by means of noise and vibration isolators.
- C. Each fan and motor assembly shall be supported on a single structural steel frame (where noted on the isolation and seismic schedule). Flexible duct connections shall be provided at inlet and discharge ducts.
- D. Provide pairs of horizontal limit springs (Thrust restraints) on fans with more than 6.0 inch static pressure, and on hanger supported, horizontally mounted axial fans where indicated
- E. Provide resiliently mounted equipment, piping, and ductwork with seismic snubbers. Each inertia base shall have minimum of four seismic snubbers located close to isolators. Snub equipment designated for post disaster use to 0.05 inch (1.5 mm) maximum clearance. Other snubbers shall have clearance between 0.15 inch (4 mm) and 0.25 inch (7mm).]
- F. Ductwork connected to rotating equipment shall be supported with Type C or Type F isolators for the first three support points.
- G. Installation of piping vibration isolators:
 1. All piping, except fire protection standpipe systems, is included under this section.
 2. Vibration isolators shall be installed on all piping outside the shafts as follows:
 - a. Piping in mechanical rooms.
 - b. Piping where exposed on roof.
 - c. Piping connected to rotating equipment and pressure reducing stations.

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3. Horizontal suspended pipe 2" and smaller and all steam piping shall be suspended by Type E isolator with a minimum 3/8" deflection. Water pipe larger than 2" shall be supported by Type C or Type F isolator with minimum 1" whichever is greater.
4. Horizontal pipe floor supported at slab shall be supported via Type A with a minimum static deflection of 1" or same deflection as isolated equipment to which pipe connects, whichever is greater.
5. Vertical riser pipe supports under 2" diameter shall utilize Type G isolation pads.
6. Vertical riser guides, if required, shall avoid direct contact of piping with building.
7. Pipe anchors or guides, where required, shall utilize resilient pipe anchors, Mason Industries Type ADA, or equivalent, to avoid direct contact of piping with building.
8. Isolated piping which requires sway bracing shall utilize two neoprene elements, Type G to accommodate tension and compression forces.
9. Pipe extension and alignment connectors: Provide connectors at riser takeoffs, cooling and heating coils, and elsewhere as required, to accommodate thermal expansion and misalignment.

H. Pipe Isolation Schedule

PIPE SIZE - INCH (MM)	ISOLATED DISTANCE FROM EQUIPMENT
1 (25)	120 diameters (3.0m)
2 (50)	90 diameters (4.5m)
3 (80)	80 diameters (6.0m)
4 (100)	75 diameters (7.5m)
6 (150)	60 diameters (9.0m)
8 (200)	60 diameters (12.0m)
10 (250)	54 diameters (13.5m)

3.3 EQUIPMENT INSTALLATION:

- A. Requirements for installation on concrete inertia bases shall be as follows:
1. Minimum operating clearance between concrete inertia and base and housekeeping pad or floor shall be 1".
 2. The equipment structural steel or concrete inertia base shall be placed in position and supported temporarily by blocks or shims, as appropriate, prior to the installation of the machine or isolators.
 3. The isolators shall be installed without raising the machine and frame assembly.
 4. After the entire installation is complete and under full operational load, the isolators shall be adjusted so that the load is transferred from the blocks to the isolators. When all isolators are properly adjusted, the blocks or shims shall be barely free and shall be removed.

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5. Install equipment with flexibility in wiring connection.
6. Verify that all installed isolator and mounting systems permit equipment motion in all directions. Adjust or provide additional resilient restraints to flexibly limit start-up equipment lateral motion to ¼".
7. Prior to start-up, clean out all foreign matter between bases and equipment. Verify that there are no isolation short circuits in the base, isolators, or seismic restraints.

3.4 INSPECTION:

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

END OF SECTION 23 05 48



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SECTION 23 05 93

TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SCOPE OF WORK:

- A. Provide all labor, materials, equipment and tools required to complete the work described and shown on the contract drawings.

PART 2 -PRODUCTS

2.1 PRODUCTS:

- A. None required.

PART 3 - EXECUTION

3.1 GENERAL:

- A. Work shall be performed only by a firm which employs certified testing, adjusting and balancing technicians as listed by the Sheet Metal Industry National Certification Board of TAB Technicians. The work may be performed by a certified Test, Adjusting and Balancing technician who may be assisted by other TAB technicians. This firm shall provide personnel trained and experienced in system balancing. This requirement will not be waived under any condition.
- B. Before submitting system performance data for approval or acceptance, the firm shall perform all necessary tests and make all necessary adjustments as required to obtain the flow as called for on the Contract Documents.
- C. The balance reports shall include the names, signatures and registration numbers of the technicians assigned to the project. Submit reports prior to final payment.

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3.2 ACCEPTABLE FIRMS:

- A. The following listed firms are approved to perform this work:

Environmental Testing and Balancing
James Brennan Company
Technical Associates Group, Inc.
Wing's Testing and Balancing

- B. Request to employ any other balancing and testing firm must be accompanied by submitting a complete brochure of the firm listing previous installations successfully balanced, length of time in business, names and qualifications of employees and list of instruments available for use on the project. The request must be submitted at bid time.

3.3 HYDRONIC SYSTEMS:

- A. Prior to the start of balancing, the firm shall check the rotation of all pumps.
- B. The firm shall compile the following data for each pump insofar as they apply and shall include it on the final submittal:

PUMP DESCRIPTIVE DATA

Pump Number
System Served
Pump Size
Pump Make
Pump Horsepower
Motor Safety Factor
Motor Manufacturer & Size
Voltage & Phase

PUMP DESIGN & DELIVERED CONDITIONS

Pump Rpm
Pump Inlet & Outlet Pressure
Amperage
Brake Horsepower
Gpm Supply

SYSTEM DESIGN & DELIVERED CONDITIONS

Flow (Gpm) through each pump
Inlet & Outlet temperature at 3-way valve
Flow (Gpm) through each coil
Inlet & Outlet Pressure at each coil
Inlet & Outlet temperature at each coil
Type of instrument and method used

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3.4 INSTALLATION TOLERANCES:

- A. Adjust heating system to the following tolerances:
 - 1. Supply water temperature 80 degree F to 120 deg. F 0% to +10% of design value.
 - 2. Supply water temperature 120 degree F to 160 deg. F -5% to +10% of design value.
 - 3. Supply water temperature above 160 degree F -10% to +10% of design value.

3.5 FIELD VERIFICATION:

- A. The design Engineer may request verification of data contained in the balancing report. If requested the TAB technician whose initials appear on the data sheets shall take outlet and inlet readings selected at random by the Engineer who will compare these readings to those in the submitted report. If the field verification is not satisfactory, the firm doing the TAB work shall completely rebalance the system and a new report shall be prepared and submitted for approval.

END OF SECTION 23 05 93



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SECTION 23 07 00

MECHANICAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General Provisions of the Contract, including General and Supplementary Conditions and Division 1, General requirements, apply to the work specified in this Section.
- B. The General Requirements in Section 200050 shall also govern the work under this Section.
- C. Scope of Work: This Section contains details for the insulation of pipe, ductwork and equipment installed under Division 23.

1.2 SUBMITTALS:

- A. In accordance with Section 200050, the following items shall be submitted for approval.
 - Piping insulation
 - Fitting insulation
 - Equipment insulation

1.3 MECHANICAL SYSTEMS INSULATION:

- A. Furnish and install all thermal and protective insulation as specified herein for piping, and equipment as shown on the drawings.
- B. The following mechanical items shall be insulated:
 - Piping - hot water supply and return
 - Fittings - Valve bodies, Victaulic couplings, elbows, tees, etc.
 - Equipment insulation

1.4 SYSTEM PERFORMANCE

- A. Insulation materials furnished and installed hereunder should meet the minimum thickness requirements of ASHRAE 90.1 (2001), "Energy Efficient Design of New Buildings," of the American Society of Heating, Refrigeration, and Air Conditioning Engineers. However, if other factors such as condensation control or personnel protection are to be considered, the selection of the thickness of insulation should satisfy the controlling factor.
- B. Insulation materials furnished and installed hereunder shall comply with NFPA 255 and shall have a maximum flame spread index of 25 and a maximum smoke developed index of 50 when tested in accordance with the following testing standard:
 - Underwriters' Laboratories, Inc. UL 723
 - Adhesives used for applying the sealed jackets shall also conform to these same ratings. The use of wheat paste or any other material not meeting these requirements will not be allowed.

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1.5 QUALITY ASSURANCE

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

1.6 SEAMS:

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

1.7 PRIOR TESTING:

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

1.8 VAPOR BARRIER:

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

1.9 METAL SHIELDS:

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

1.10 DELIVERY AND STORAGE OF MATERIALS

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

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

PART 2 - PRODUCTS

2.1 PIPING:

- A. Insulate all new and existing supply and return hot water and condensate lines with Owens-Corning Fiberglass ASJ with S.S.L. II, pipe insulation with double self-sealing lap having a factory applied jacket. All horizontal and vertical insulated piping located below 8'-0" AFF level and not protected with enclosures shall be protected with Zeston 2000 P.V.C. 30 Mil jacketing. Outdoor, exposed piping shall be protected with aluminum jacket. All horizontal and vertical insulated pipes located in the Boiler Room, Mechanical Mezzanine, Mechanical Penthouses shall be protected with color coded Zeston 300 Series 30 Mil jacket. Acceptable equals are by SpeedLine or Proto.
- B. All piping shall be covered as follows: Apply insulation to clean dry pipe with side and end joints butted tightly. Seal lap of jacket and butt joint strips with Benjamin Foster 82-07 vapor barrier lap adhesive.
- Insulate fittings, flanges and valves of piping with mitered pipe insulation, or F/G premolded fittings made smooth with insulating cement and jacket with glass cloth saturated with Benjamin Foster 30-60 lagging adhesive. Vinyl or plastic fitting jackets will be allowed.
- C. Insulate chilled water, condensate piping the same as for hot piping above except vapor seal all joints, seams, elbows and fittings.
- D. Foam insulation:
1. Piping and Fittings. MicroLok plain pipe insulation shall be wired or taped in place over clean, dry pipe with all joints butted firmly together. Vapor retarder shall be Micro-Lok AP-T plus.
 2. The insulation shall be finished with metal jacketing with a laminated moisture retarder. Metal jacketing shall be overlapped 2 to 3 inches (51 to 76 mm) and held in place with sheet metal screws or metal bands.
 3. Elbows and tees shall be finished with matching metal fitting covers. Other fittings in metal-jacketed systems shall be finished with conventional weather-resistant insulating materials with painted aluminum finish.

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- E. Provide minimum insulation thickness in accordance with the following table.
 Minimum Pipe Insulation

Piping System Types	Fluid Temp. Range	Runouts 2 in +	1 in. and less	1-1/4 to 2 in.	2-1/2 to 4 in.	5 and Larger
	F	in.	in.	in.	in.	in.
Heating Systems						
Hot Water						
Low Temp	120-200	0.5	1.0	1.0	1.5	1.5
Cooling Systems						
Chilled Water or Refrigerant	40-60 Below 40	1.0	1.5	1.5	1.5	1.5

2.2 FITTING COVERS:

- A. Fitting covers may be used in lieu of insulating cement and jacket. Provide fitting covers in Zeston - 2000 P.V.C. (20 Mil thickness) by Manville. Provide color coded fitting covers in Zeston 300 Series 30 Mil jacket for fittings located in the Mechanical Room, Mechanical Mezzanine and Mechanical Penthouses. Acceptable alternate manufacturers are by SpeedLine or Proto.
- B. General - The matching insert (fiberglass) should either be wrapped completely around the fitting or snugly positioned inside the fitting for proper fit. The insert shall cover the full inner surface area of the fitting cover. The fitting cover is then to be applied over the fitting and insert, and the throat secured by either tack fastening, taping, or banding.
- C. Cold Pipe - Fitting systems below ambient temperature must have a continuous vapor barrier, either with pressure sensitive PVC Tape, or an approved adhesive system. When PVC Tape is used, a 2" downward lap is required. On cold lines in severe ambient temperatures, the fiberglass insert shall be the same thickness as the adjacent pipe insulation. All joints shall then be sealed with PVC Tape.

2.3 DUCTWORK:

- A. Insulate all plenums, intake ducts and warm air supply ducts in concealed locations with 1" thick fiberglass faced duct wrap type IV with factory applied flame retardant foil reinforced Kraft (FRK-25 U.L. labeled). Exhaust duct in the locker rooms shall be insulated the same as the supply ducts (including steam and sauna rooms exhaust ducts).
- B. Insulation shall be wrapped tightly on the ductwork with all circumferential joints butted and longitudinal joints overlapped a minimum 2". Adhere insulation with 4" strips of Benjamin Foster 85-15 bonding adhesive at 8" o.c.

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Additionally secure insulation to the bottom of concealed rectangular ductwork over 24" wide with suitable mechanical fasteners at not more than 18" o.c.

- C. On circumferential joints, the 2" flange on the facing shall be stapled with 9/16" flare-door staples on 6" centers and taped with minimum 3" wide foil reinforced Kraft tape. On longitudinal joints, the overlap shall be stapled on 6" centers and taped with minimum 3" wide foil reinforced Kraft tape. All pin penetrations or punctures in facing shall also be taped.
- D. Insulate air conditioning ducts or warm air ducts, all fresh air intake ducts, louver blanks, plenums in finished spaces or Mechanical Equipment Rooms, with 1" thick fiberglass ASJ-25 equipment insulation.
- E. Insulation shall be cut to fit the shape and contour of the equipment. All voids between equipment surface and insulation shall be packed with light density fiberglass. Impale insulation over welded pins on 12" centers and secure in place with speed washers.
- F. The insulation shall be vapor sealed to provide a complete airtight envelope. Vapor barrier shall consist of one layer of Ludlow Foil Barrier Paper smoothly adhered to the insulation or cement surface with Benjamin Foster 82-07 Vapor Barrier Lap Adhesive.

Lap all joints a minimum of 3" and seal with B.F. 82-07.

- G. It is not necessary to cover exhaust ductwork, return duct or ductwork which is called for to be lined. However, exhaust ductwork from motorized damper to exhaust louver shall be covered as called for above, or exhaust ductwork located on cold side of building insulation shall be covered as called for above.
- H. Supply ducts located in vented/unvented attic shall be insulated with duct insulation with min. R-8 value. Return ducts and exhaust ducts associated with energy recovery systems located in vented/unvented attics shall be insulated with R-3.5 insulation.

2.6 HIGH TEMPERATURE INSULATION:

- A. Insulate hot equipment not factory insulated with O.C.F. pink calcium silicate block 1 1/2" thick.
- B. Insulation shall be cut or mitered and banded in place with 3/4" 0.015" thick galvanized steel bands on 18" centers. Point up all joints with insulating cement. Cover insulation with 1" galvanized hexagonal wire mesh secured to bands or weld pins. Lace edges of wire mesh. Install corner beads at all 90 degree corners. Apply 1/2" thickness of insulating cement in two coats. Over cement, when dry, apply presized glass cloth with Benjamin Foster 30-36 lagging adhesive.
- C. Thermal Ceramics FireMaster FastWrap+, 2000DegreeF rated, passive, low Biopersistant fiber, single layer, 2" thick, totally encapsulated on all sides with aluminum foil to provide a grease, water and condensation vapor. All exposed edges should also be sealed to prevent grease and moisture wicking. FireMaster FastWrap+ to provide 2 Hours protection for commercial kitchen grease ducts, 1 or 2 Hours air ventilation ducts, and chemical exhaust ducts in lieu of a shaft per Omega Point Laboratories Listings GD 513F, GD 514F, (Grease Ducts), VAD 516F, (Air Ducts), FS 548F, FS 549F, (Fire Stop), SBCCI 9424D, or BOCA 21.51. Thermal Ceramics FireMaster FastWrap+ to be applied directly to the duct as tested per manufacturer's (Thermal

Mechanical Insulation

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Ceramics) instructions by a qualified installer and can be installed at zero clearance to combustibles at the overlaps.

PART 3 – EXECUTION

3.1 SITE INSPECTION

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

3.2 PREPARATION

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

3.3 INSTALLATION

- A. General
 - 1. Install all insulation materials and accessories in accordance with manufacturer's published instructions and recognized industry practices to ensure that it will serve its intended purpose.
 - 2. Install insulation on piping subsequent to painting, and acceptance tests.
 - 3. Install insulation materials with smooth and even surfaces. Insulate each continuous run of piping with full-length units of insulation, with single cut piece to complete run. Do not use cut pieces or scraps abutting each other. Butt insulation joints firmly to ensure complete, tight fit over all piping surfaces.
- B. Fittings
 - 1. Wrap valves, fittings, and similar items in each piping system with wicking material to ensure a continuous path (100% coverage) for the removal of condensation.
 - 2. Cover valves, fittings, and similar items in each piping system using one of the following:

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- a. Mitered sections of insulation equivalent in thickness and composition to that installed on straight pipe runs.
 - b. PVC Fitting Covers insulated with material equal in thickness and composition to adjoining insulation.
3. Seal all fitting joints with contractor supplied VaporWick Sealing Tape or approved vapor retarder mastic compound.
- C. Penetrations
- Extend piping insulation without interruption through walls, floors and similar piping penetrations.

3.4 FIELD QUALITY ASSURANCE

- A. Upon completion of all insulation work covered by this specification, visually inspect the work and verify that it has been correctly installed. This may be done while work is in progress, to assure compliance with requirements herein to cover and protect insulation materials during installation.

3.5 PROTECTION

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

3.6 SAFETY PRECAUTIONS

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

END OF SECTION 23 07 00



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SECTION 230913

INSTRUMENTATION AND CONTROLS FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The General Provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.
- B. The requirements in Section 23 05 00 shall also govern the work under this Section.
- C. Examine all drawings and data and coordinate the work of the Section with all related and adjoining work.

1.2 GENERAL REQUIREMENTS

- A. The Automatic Temperature Control Contractor shall furnish all material, engineering, and labor for the proper installation of a totally native BACnet-based system, based on a distributed control system in accordance with this specification. All building controllers, application controllers, and all input/output devices shall communicate using the protocols and network standards as defined by ANSI/ASHRAE Standard 135-2001, BACnet. In other words, all workstations and controllers, including unitary controllers, shall be native BACnet devices. No gateways shall be used for communication to controllers installed under this section. The control system shall communicate directly with the existing Schneider Electric SmartStruxure BAS installed in the building at the present time. The system shall be able to communicate seamlessly with the Town wide EMS.
- B. Provide all necessary BACnet-compliant hardware and software to meet the system's functional specifications. Provide an open communications system. System shall be capable of utilizing standard protocols as follows as well as be able to integrate third-party systems via existing vendor protocols. Systems shall be BACnet communication according to ASHRAE Standard DPC 135A/95.
- C. Prepare individual hardware layouts, interconnection drawings, and software configuration from project design data.
- D. Implement the detailed design for all analog and binary objects, system databases, graphic displays, logs, and management reports based on control descriptions, logic drawings, configuration data, and bid documents.
- E. Design, provide, and install all equipment cabinets, panels, data communication network cables needed, and all associated hardware.
- F. Provide and install all interconnecting cables between supplied cabinets, application controllers, and input/output devices.
- G. Provide and install all interconnecting cables between all operator's terminals and peripheral devices (such as printers, etc.) supplied under this section.

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- H. Provide complete manufacturer's specifications for all items that are supplied. Include vendor name of every item supplied.
- I. Provide supervisory specialists and technicians at the job site to assist in all phases of system installation, startup, and commissioning.
- J. Provide a comprehensive operator and technician training program as described herein. Provide as-built documentation, operator's terminal software, diagrams, and all other associated project operational documentation (such as technical manuals) on approved media, the sum total of which accurately represents the final system.
- K. The latest edition of the following standards and codes in effect and amended as of supplier's proposal date, and any applicable subsections thereof, shall govern design and selection of equipment and material supplied:
 - 1. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE).
 - 2. ANSI/ASHRAE Standard 135-2001, BACnet.
 - 3. International Building Code (IBC), including local amendments.
 - 4. UL 916 Underwriters Laboratories Standard for Energy Management Equipment. Canada and the US.
 - 5. National Electrical Code (NEC).
 - 6. FCC Part 15, Subpart J, Class A
- L. This Contractor shall include in his bid all costs associated with changing all of the room names and numbers at the end of the job from the names and numbers shown on the construction documents to a new set of room names and numbers, inclusive of all re-programming of all MEP and Fire protection systems, etc. Final room numbers will be provided by the Architect to the trade contractors at or around the date of Substantial Completion.

1.3 SCOPE

Provide all necessary BACnet compliant hardware and software to meet the system's functional specifications. Provide full color graphics. Control shall be furnished for the following:

Hot water system control (Boilers, Pumps)
Radiation Control
Unit Heater Control
Unit Ventilator Controls
Cabinet Unit Heater Control
Hot Water Coils

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1.4 BAS SERVER HARDWARE

The Schneider Electric BAS Sever Hardware is existing.

1.5 CONTROL WIRING

All Direct Digital Control wiring will be installed and terminated by the Temperature Control Contractor. Control wiring shall be defined as follows:

All wiring of electric/electronic/DDC temperature controls as shown on the drawings.

All temperature control panel wiring to terminal strips and field wiring from terminal strips to field mounted devices.

All wiring to the "Auto" side of the hand-off-auto switches on the units being controlled by the Temperature Control Contractor.

All wiring shall comply with National, State, and Local electrical codes. All wiring above the ceiling shall be plenum rated.

1.6 POWER WIRING

All power wiring will be installed and terminated by the Electrical Contractor. Power wiring shall be defined as follows:

Wiring of all devices and circuits carrying voltages greater than 120 V.

Wiring of power feeds to all disconnects starters, and electric motors.

Wiring of 120VAC power feeds to all temperature control panels.

Power wiring to 120 V single phase motors.

1.7 WORK UNDER OTHER SECTIONS

The following work shall be performed by the designated Contractor under the supervision of the Temperature Control Contractor.

The Heating, Ventilating, and Air Conditioning Contractor shall:

Install all domestic water flow monitoring valves and separable wells furnished by the Temperature Control Contractor.

Furnish and install all necessary piping connections required for flow indication devices.

Furnish and install all necessary valve pressure taps and water drain and overflow connections and piping.

Provide, on magnetic starters furnished, all necessary auxiliary contacts with buttons and switches in the required configurations.

The Electrical Contractor shall:

Be responsible for the work as outlined under power wiring.

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The Sheet Metal Contractor shall:
Install all control dampers.

1.8 MATERIALS

All materials and equipment used shall be standard components, regularly manufactured for this and/or other systems, and shall not be custom designed especially for this project. All components shall have been thoroughly tested and proven in actual use.

The control system shall be manufactured by Schneider Electric or equal by Automated Logic.

1.9 SUBMITTALS AND DRAWINGS

The following shall be submitted electronically for approval, prior to the system installation:

- Control drawings with detailed wiring diagrams, including bill of material and description of operation for all systems.
- Panel layouts.
- Valve Schedules showing size, configuration, capacity, and location.
- Data sheets for all control system components.

Upon completion of these installation and final system adjustments, the Control Contractor shall provide three (3) full sets of as-built drawings of the installation. Provide a set of As-Built drawings on CD. Files shall be in AutoCad and pdf format.

Connecticut High Performance Building Submittals:

1. Include supporting data showing energy, flow, gas, moisture, motion, pressure, and temperature instruments, where and if used in Project; and associated application for monitoring and control to satisfy requirements of Connecticut High Performance Building.
 - a. Indicate applicable locations and area coverage, control set points, description of control operation and other required information to satisfy submission requirements. Refer to Section 01 81 13.13 , Requirements for Connecticut High Performance Buildings.
2. Organize and identify standalone, supporting data for each Connecticut High Performance Building credit.
3. Project Connecticut High performance Building credits include the following:

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1.10 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For DDC system to include in emergency, operation and maintenance manuals.
1. In addition to items specified in Section 01 78 23 "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, e-mail addresses and 24-hour telephone numbers of Installer and service representatives for DDC system and products.
 - e. Operator's manual with procedures for operating control systems including logging on and off, handling alarms, producing point reports, trending data, overriding computer control and changing set points and variables.
 - f. Programming manuals with description of programming language and syntax, of statements for algorithms and calculations used, of point database creation and modification, of program creation and modification, and of editor use.
 - g. Engineering, installation, and maintenance manuals that explain how to:
 - 1) Design and install new points, panels, and other hardware.
 - 2) Perform preventive maintenance and calibration.
 - 3) Debug hardware problems.
 - 4) Repair or replace hardware.
 - h. Documentation of all programs created using custom programming language including set points, tuning parameters, and object database.
 - i. Backup copy of graphic files, programs, and database on electronic media such as DVDs.
 - j. List of recommended spare parts with part numbers and suppliers.
 - k. Complete original-issue documentation, installation, and maintenance information for furnished third-party hardware including computer equipment and sensors.
 - l. Complete original-issue copies of furnished software, including operating systems, custom programming language, operator workstation software, and graphics software.
 - m. Licenses, guarantees, and warranty documents.
 - n. Recommended preventive maintenance procedures for system components, including schedule of tasks such as inspection, cleaning, and calibration; time between tasks; and task descriptions.
 - o. Owner training materials.

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1.11 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials and parts 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 shall 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.

1.12 QUALITY ASSURANCE

A. DDC System Manufacturer Qualifications:

- 1. Nationally recognized manufacturer of DDC systems and products.
- 2. DDC systems with similar requirements to those indicated for a continuous period of ten years within time of bid.
- 3. DDC systems and products that have been successfully tested and in use on at least three past projects.
- 4. Having complete published catalog literature, installation, operation and maintenance manuals for all products intended for use.
- 5. Having full-time in-house employees for the following:
 - a. Product research and development.
 - b. Product and application engineering.
 - c. Product manufacturing, testing and quality control.
 - d. Technical support for DDC system installation training, commissioning and troubleshooting of installations.
 - e. Owner operator training.

B. DDC System Provider Qualifications:

- 1. Authorized representative of, and trained by, DDC system manufacturer.
- 2. In-place facility located within 60 miles of Project.
- 3. Demonstrated past experience with installation of DDC system products being installed for period within five consecutive years before time of bid.
- 4. Demonstrated past experience on five projects of similar complexity, scope and value.
- 5. Each person assigned to Project shall have demonstrated past experience.
- 6. Staffing resources of competent and experienced full-time employees that are assigned to execute work according to schedule.
- 7. Service and maintenance staff assigned to support Project during warranty period.
- 8. Product parts inventory to support on-going DDC system operation for a period of not less than five years after Substantial Completion.
- 9. DDC system manufacturer's backing to take over execution of Work if necessary to comply with requirements indicated. Include Project-specific written letter, signed by manufacturer's corporate officer, if requested.

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- C. Testing Owner Qualifications: Member company of NETA or an NRTL.
 - 1. Testing Owner's Field Supervisor: Certified by NETA to supervise on-site testing.
- D. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
 - 3. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
 - 4. AWS D1.4/D1.4M, "Structural Welding Code - Reinforcing Steel."
- E. Pipe and Pressure-Vessel Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

1.13 WARRANTY

- A. The entire building control system shall be warranted for a period of eighteen months from the date the installation was accepted by the Owner. Any manufacturing defects arising during this period shall be corrected without cost to the Owner.

PART 2 - PRODUCTS

2.1 BUILDING CONTROLLER

- A. Provide a building controller. The building controller shall communicate with the existing Schneider Electric SmartStruxure front end through IP communication. The building controller shall be an Automation Server as manufactured by Schneider Electric.
- B. General
 - 1. Building controller shall incorporate as a minimum, the functions of a 3-way BACnet router. Controller shall route BACnet messages between the high-speed LAN (Ethernet 10/100MHz), at least 4 master slave token passing (MS/TP) LANs, a point-to-point (PTP – RS-232) connection and an on-board modem.
 - a. Each MS/TP LAN must be software configurable from 9.6 to 76.8Kbps.
 - b. The RJ-45 Ethernet connection must accept either 10Base-T or 100Base-TX BACnet over twisted pair cable (UTP).
 - c. The direct access port must be a female DB-9 connector supporting BACnet temporary PTP connection of a portable BACnet operator terminal at 9.6 to 115.2 Kbps over RS-232 null modem cable.
 - 2. Building controller shall be capable of providing global control strategies for the system based on information from any objects in the system regardless if the object is directly monitored by the controller or by another controller. The program that implements these strategies shall be completely flexible and user definable. Any systems utilizing factory pre-programmed global strategies that cannot be modified by field personnel on-site or downloaded via remote communications are not

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acceptable. Changing global strategies via firmware changes is also unacceptable.

3. Programming shall be object-oriented using control function blocks, supporting DDC functions, 1000 Analog Values and 1000 Binary Values. All flowcharts shall be generated and automatically downloaded to controller. Programming tool shall be resident on workstation and the same tool used for all controllers.
4. Provide means to graphically view inputs and outputs to each program block in real-time as program is executing. This function may be performed via the operator's workstation or field computer.
5. Building controller shall provide battery-backed real-time (hardware) clock functions.
6. Controller shall have a memory needed to ensure high performance and data reliability. Battery shall retain static RAM memory and real-time clock functions for a minimum of 1.5 years (cumulative).
7. Global control algorithms and automated control functions should execute via 32-bit processor.
8. Controller installation shall include memory-free gel-cell battery providing ongoing power conditioning and noise filtering for operation data integrity. It shall provide up to 5 minutes of powerless operation for orderly shutdown and data back-up.

C. BACnet Conformance

1. Building Controller shall as a minimum support Point-to-Point (PTP), MS/TP and Ethernet BACnet LAN types. It shall communicate directly via these BACnet LANs as a native BACnet device and shall support simultaneous routing functions between all supported LAN types. Global controller shall be a BACnet conformance class 3 device and support all BACnet services necessary to provide the following BACnet functional groups:

- a. Clock Functional Group
- b. Files Functional Group
- c. Reinitialize Functional Group
- d. Device Communications Functional Group
- e. Event Initiation Functional Group

2. Please refer to section 22.2, BACnet Functional Groups, in the BACnet standard for a complete list of the services that must be directly supported to provide each of the functional groups listed above. All proprietary services, if used in the system, shall be thoroughly documented and provided as part of the submittal data. All necessary tools shall be supplied for working with proprietary information.

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3. Standard BACnet object types supported shall include as a minimum: Analog Value, Binary Value, Calendar, Device, File, Group, Notification Class, Program and Schedule object types. All proprietary object types, if used in the system, shall be thoroughly documented and provided as part of the submittal data. All necessary tools shall be supplied for working with proprietary information.

4. The Building Controller shall comply with Annex J of the BACnet specification for IP connections. This device shall use Ethernet to connect to the IP internetwork, while using the same Ethernet LAN for non-IP communications to other BACnet devices on the LAN. Must support interoperability on wide area networks (WANs) and campus area networks (CANs) and function as a BACnet Broadcast Management Device (BBMD).

D. Remote Communications

1. Provide all functions that will allow remote communications via modem to off-site locations. Include one modem along with all cabling necessary for installation for the system. It shall be possible to use the onboard modem or a separate modem connected via the PTP / RS-232 connection.

2. Provide Windows 7 software for off-site computer that allows operator to view and change all information associated with system on color graphic displays. Operator shall be able to change all parameters in this section from off-site location including all programming of building controllers and all programmable application controllers including all terminal unit controllers.

3. Building controller shall have capability to call out alarm conditions automatically. If desired, controller may also send encoded message to digital pager, text message or e-mail. If an alphanumeric pager is in use by the operator, building controller shall be capable of sending a text or numeric string of alarm description. All building controllers connected to the local LAN shall be capable of calling out alarm messages through one or more shared modems connected to one or more of the building controllers on the local LAN.

4. Building controller shall have capability to call a minimum of 20 different phone numbers. Numbers called may be controlled by type of alarm or time schedule.

5. The Owner shall provide standard voice-grade phone line for remote communication function.

6. Building controller and internal modem shall be capable of modem-to-modem baud rates of 33.6 Kbps minimum over standard voice-grade phone lines. Lower baud rates shall be selectable for areas where local phone company conditions require them.

E. Schedules

1. Each building controller shall support a minimum of 250 BACnet Schedule Objects and 250 BACnet Calendar Objects.

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F. Logging Capabilities

1. Each building controller shall log as minimum 1000 trendlogs. Any object in the system (real or calculated) may be logged. Sample time interval shall be adjustable at the operator's workstation.
2. Logs may be viewed both on-site or off-site via remote communication.
3. Building controller shall periodically upload trended data to networked operator's workstation for long term archiving if desired.
4. Archived data stored in database format shall be available for use in third-party spreadsheet or database programs.

G. Alarm Generation

1. Alarms may be generated within the system for any object change of value or state either real or calculated. This includes things such as analog object value changes, binary object state changes, and various controller communication failures.
2. Each alarm may be dialed out as noted in paragraph 2 above.
3. Alarm log shall be provided for alarm viewing. Log may be viewed on-site at the operator's terminal or off-site via remote communications.
4. Controller must be able to handle up to 1500 alarm setups stored as BACnet event enrollment objects – system destination and actions individually configurable.

2.2 WEB INTERFACE

A. General

BAS supplier shall provide Web-based access to the system as part of standard installation. User must be able to access all displays of real-time data that are part of the BAS using a standard Web browser. Web browser shall tie into the network through Owner-supplied Ethernet network connection. Web page host shall be a separate device that resides on the BAS BACnet network, but is not the BAS server for the control system. BAS server must be a separate computer from the Web page host device to ensure data and system integrity. The Web page software shall not require a per-user licensing fee or annual fees. The Web page host must be able to support on average 50 simultaneous users with the ability to expand the system to accommodate an unlimited number of users.

B. Browser Technology

Browser shall be standard version of Microsoft Internet Explorer latest version, Firefox latest version and Safari latest version (on Mac OS X). No special vendor-supplied software shall be needed on computers running browser. All displays shall be viewable and the Web page host shall directly access real-time data from the BAS BACnet network. Data shall be displayed in real-time and update automatically without user interaction. User shall be able to change data on displays if logged in with the appropriate user name and password.

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C. Communications

1. Web page host shall include two Ethernet network connections. One network connection shall be dedicated to BAS BACnet network and shall be used to gather real-time data from all the BACnet devices that form the BAS. This network shall communicate using BACnet, allowing the Web page host to gather data directly from units on the local LAN or from other projects connected over a WAN. This network shall also provide the connection to the BAS server for Web page generation.
2. The second Ethernet connection shall provide the physical connection to the Internet or an IP-based WAN. It shall be the port that is used for the browser to receive Web pages and data from the Web page host. The Web page host shall act as a physical barrier between the BAS network and the WAN or Internet connection that allows the browser to receive Web pages and data. The two separate network connections provide for a physical barrier to prevent raw BACnet traffic being exposed on the IP network.
3. The Web page host shall provide for complete isolation of the IP and BACnet networks by not routing networking packets between the two networks.
4. BAS BACnet Ethernet network shall be provided and installed by the BAS supplier. The Owner shall provide and incur any monthly charges of WAN/Internet connection.

D. Display of Data

1. Web page graphics shown on browser shall be replicas of the BAS displays. User shall need no additional training to understand information presented on Web pages when compared to what is shown on BAS displays. Web page displays shall include animation just as BAS displays. Fans shall turn, pilot lights shall blink, coils shall change colors, and so on.
2. Real-time data shall be shown on all browser Web pages. This data must be directly gathered using the BACnet network and automatically updated on browser Web page displays without any user action. Data on the browser shall automatically refresh as changes are detected without re-drawing the complete display.
3. It shall be possible for user from browser Web page to change data if the user is logged on with the appropriate password. Clicking on a button or typing in a new value shall change digital data. Using pull-down menus or typing in a new value shall change analog data.
4. Data displays shall be navigated using pushbuttons on the displays that are simply clicked on with the mouse to select a new display. Alternatively, the standard back and forward buttons of the browser can be used for display navigation.

E. Time Schedule Adjustment

1. Web access shall allow user to view and edit all schedules in the system. This includes standard, holiday and event schedules as described in BAS specification. Display of schedules shall show interaction of all schedules on a single display so user sees an overview of how all work together. User shall be able to edit schedules from this display.

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2. Display of all three schedules must show all ON times for standard, holiday and event schedules in different colors on a given day. In addition, OFF times for each must also be shown in additional colors. User shall be able to select from standard calendar what days are to be scheduled and same display shall show all points and zones affected. User shall be able to set time for one day and select all days of the week that shall be affected as a recurrence of that same schedule for that given day.
3. Schedule list shall show all schedules currently defined. This list shall include all standard, holiday and event schedules. In addition, user shall be able to select a list that shows all scheduled points and zones.

F. Logging of Information

User shall use standard browser technology to view all trendlogs in system. User shall be able to view logged data in tabular form or graphical format. User shall be able to adjust time interval of logged data viewed and shall be able to adjust Y axis of data viewed in graphical format. User shall also be able to download data through the Web interface to local computer. Data shall be in CSV format.

G. Alarm Handling

Web interface shall display alarms as they occur. User shall be able to acknowledge alarms using browser technology. In addition, user shall be able to view history of alarm occurrence over a user-selected time frame. In addition, those alarms may be filtered for viewing per user-selected options. A single selection shall display all alarms that have not been acknowledged.

H. Web Page Generation

Web pages shall be automatically generated from the BAS displays that reside on the BAS server. User shall access Web page host through the network and shall initiate a Web page generation utility that automatically takes the BAS displays and turns them into Web pages. The Web pages generated are automatically installed on the Web page host for access using any computer's standard browser. Any system that requires use of an HTML editor for generation of Web pages shall not be considered.

I. Password Security and Activity Log

Access through Web browser shall utilize the same hierarchical security scheme as BAS system. User shall be asked to log on once the browser makes connection to Web page host. Once the user logs in, any and all changes that are made shall be tracked by the BAS system. The user shall be able to change only those items he or she has authority to change. A user activity report shall show any and all activity of the users who have logged in to the system, regardless of whether those changes were made using a browser or through the BAS workstation.

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- J. **BACnet Communication**
Web server shall directly communicate to all devices on the BAS network using BACnet protocol. No intermediate devices shall be necessary for BACnet communication.

2.3 CENTRAL PLANT AND AIR HANDLER APPLICATION CONTROLLERS

- A. Provide one or more native BACnet application controllers for each air handler and provide native BACnet application controllers as needed for central plant control that adequately cover all objects listed in object list. All controllers shall interface to building controller via MS/TP LAN using BACnet protocol. No gateways shall be used. Controllers shall include input, output and self-contained logic program as needed for complete control of units. Controllers shall be fully programmable using graphical programming blocks. Programming tool shall be resident on operator workstation and be the same tool as used for the building controller. No auxiliary or non-BACnet controllers shall be used.
- B. **BACnet Conformance**
1. Application controllers shall as a minimum support MS/TP BACnet LAN types. They shall communicate directly via this BACnet LAN at 9.6, 19.2, 38.4 and 76.8 Kbps, as native BACnet devices. Application controllers shall be of BACnet conformance class 3 and support all BACnet services necessary to provide the following BACnet functional groups:
 - a. Files Functional Group
 - b. Reinitialize Functional Group
 - c. Device Communications Functional Group
 2. Please refer to section 22.2, BACnet Functional Groups, in the BACnet standard, for a complete list of the services that must be directly supported to provide each of the functional groups listed above. All proprietary services, if used in the system, shall be thoroughly documented and provided as part of the submittal data. All necessary tools shall be supplied for working with proprietary information.
 3. Standard BACnet object types supported shall include as a minimum—Analog Input, Analog Output, Analog Value, Binary Input, Binary Output, Binary Value, Device, File, and Program object types. All proprietary object types, if used in the system, shall be thoroughly documented and provided as part of the submittal data. All necessary tools shall be supplied for working with proprietary information.
- C. Application controllers shall include universal inputs with 10-bit resolution that accept 3K and 10K thermistors, 0–10VDC, 0–5 VDC, 4–20 mA and dry contact signals. Any input on a controller may be either analog or digital with a minimum of 3 inputs that accept pulses. Controller shall also include support and modifiable programming for interface to intelligent room sensor with digital display. Controller shall include binary and analog outputs on board. Analog outputs shall be switch selectable as either 0–10VDC or 0–20mA. Software shall include scaling features for analog outputs. Application control-

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ler shall include 24VDC voltage supply for use as power supply to external sensors.

- D. All program sequences shall be stored on board application controller in EEPROM. No batteries shall be needed to retain logic program. All program sequences shall be executed by controller 10 times per second and capable of multiple PID loops for control of multiple devices. All calculations shall be completed using floating-point math and system shall support display of all information in floating-point nomenclature at operator's terminal. Programming of application controller shall be completely modifiable in the field over installed BACnet LANs or remotely via modem interface.

Operator shall program logic sequences by graphically moving function blocks on screen and tying blocks together on screen. Application controller shall be programmed using programming tools as described in operator's terminal section.

- E. Application controller shall include support for intelligent room sensor. Display on intelligent room sensor shall be programmable at application controller and include an operating mode and a field service mode. All button functions and display data shall be programmable to show specific controller data in each mode based on which button is pressed on the sensor. See sequence of operation for specific display requirements at intelligent room sensor.

2.4 TERMINAL UNIT APPLICATION CONTROLLERS

A. Provide one native BACnet application controller for each piece of unitary mechanical equipment that adequately covers all objects listed in object list for unit. All controllers shall interface to building controller via MS/TP LAN using BACnet protocol. No gateways shall be used. Controllers shall include input, output and self-contained logic program as needed for complete control of unit.

B. BACnet Conformance

1. Application controllers shall as a minimum support MS/TP BACnet LAN types. They shall communicate directly via this BACnet LAN at 9.6, 19.2, 38.4 and 76.8 Kbps, as a native BACnet device. Application controllers shall be of BACnet conformance class 3 and support all BACnet services necessary to provide the following BACnet functional groups:

- a. Files Functional Group
- b. Reinitialize Functional Group
- c. Device Communications Functional Group

2. Please refer to section 22.2, BACnet Functional Groups in the BACnet standard for a complete list of the services that must be directly supported to provide each of the functional groups listed above. All proprietary services, if used in the system, shall be thoroughly documented and provided as part of the submittal data. All necessary tools shall be supplied for working with proprietary information.

3. Standard BACnet object types supported shall include as a minimum—Analog Input, Analog Output, Analog Value, Binary Input, Binary Output, Binary Value,

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Device, File and Program Object Types. All proprietary object types, if used in the system, shall be thoroughly documented and provided as part of the submittal data. All necessary tools shall be supplied for working with proprietary information.

- C. Application controllers shall include universal inputs with 10-bit resolution that can accept 3K and 10K thermistors, 0–5 VDC, 4–20 mA, dry contact signals and a minimum of 3 pulse inputs. Any input on controller may be either analog or digital. Controller shall also include support and modifiable programming for interface to intelligent room sensor. Controller shall include binary outputs on board with analog outputs as needed.
- D. All program sequences shall be stored on board controller in EEPROM. No batteries shall be needed to retain logic program. All program sequences shall be executed by controller 10 times per second and shall be capable of multiple PID loops for control of multiple devices. Programming of application controller shall be completely modifiable in the field over installed BACnet LANs or remotely via modem interface. Operator shall program logic sequences by graphically moving function blocks on screen and tying blocks together on screen. Application controller shall be programmed using same programming tools as building controller and as described in operator workstation section. All programming tools shall be provided and installed as part of system.
- E. Application controller shall include support for intelligent room sensor. Display on room sensor shall be programmable at controller and include an operating mode and a field service mode. All button functions and display data shall be programmable to show specific controller data in each mode based on which button is pressed on the sensor. See sequence of operation for specific display requirements at intelligent room sensor.

2.5 SENSORS/INPUT/OUTPUT DEVICES

A. Temperature Sensors

- 1. All temperature sensors to be solid state electronic, factory-calibrated to within 0.5°F, totally interchangeable with housing appropriate for application. Wall sensors to be installed as indicated on drawings. Mount 48 inches above finished floor. Duct sensors to be installed such that the sensing element is in the main air stream. Immersion sensors to be installed in wells provided by control contractor, but installed by mechanical contractor. Immersion wells shall be filled with thermal compound before installation of immersion sensors. Outside air sensors shall be installed away from exhaust or relief vents, not in an outside air intake and in a location that is in the shade most of the day.
- 2. Room Sensor: All space temperature sensors shall be the thermistor types. The range shall be -30 to 100 degrees F, at a factory calibration point of 77 degrees F. Accuracy shall be +/- 0.36 degrees F, at calibration point. Sensors where identified, shall contain push-button bypass switches and shall be of the SS plate type when located in student accessible areas. Areas such as teachers lounges and Administrative areas shall be standard sensors with bias levers and push-button bypass switches.
- 3. All space temperature sensors shall be the thermistor types. The range shall be -30 to 100 degrees F, at a factory calibration point of 77 degrees F. Accuracy shall be +/- 0.36 degrees F, at calibration point. Sensors where identified, shall contain push-button bypass switches and shall be of the SS plate type when located in student accessible areas. Areas

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such as teachers lounges and Administrative areas shall be standard sensors with bias levers and push-button bypass switches.

- B. Rigid Element: Single point duct temperature sensors shall be the thermistor type. The range shall be 32 to 158 degrees F, with a factory calibration point of 77 degrees F. Accuracy shall be +/- 0.36 degrees F, at calibration point. These sensors shall be used in unit discharge and well sensor.
- C. The outside air temperature sensor shall be the thermistor type. The range shall be -30 to 140 degrees F and have an accuracy, at the calibration point, of +/- 0.36 degrees.
- D. Differential Pressure Switches: The differential pressure range of the switches shall be selected to suit the application, and shall have an adjustable setpoint. The switches shall have SPDT contacts. Dwyer AFS-262 for air and Penn P74 for liquid, or equal. The switches shall be mounted with the diagram in a vertical plan.
- E. Current sensors shall have: fixed setpoint, .25A to 200A, shall be 100% solid-state, no moving parts to fail Veris series H-800 or equal.
- F. Stainless Steel Pressure Transmitter: Utilizes a thin film strain-gauge bridge and stainless steel diaphragm to provide a highly accurate, stable means of measuring pressures up to 2000psig. Splash-proof cable connections protect the wiring, allowing the model PTX1 to be mounted near the medium being measured.
- G. Two-Position Room Thermostat: Line or low voltage tamperproof without thermometers, concealed adjustment setpoints, sensing element (liquid charged or bimetal). Cooling thermostats to have sub-base with fan on-off and off-cool switches.
- H. Low limit Thermostat: Shall have heavy-duty temperature cut-out controls incorporating a vapor-charged sensing element. It shall have a four-wire, two-circuit contact block that contains two isolated sets of contacts. The contacts are designed to transfer at setpoint so that when the main contact opens, the auxiliary contact closes simultaneously. Shall be manual reset. Temperature range of 15-55 degrees F with averaging capillary Penn model A70HA-1 or equal.
- I. Two and Three- Way Screwed Valves:

Valves ½" through 2" shall be forged brass body with nickel plating, NPT screw type. The operating temperature range shall be 0 degrees to 212 degrees F/

The valves shall have an ISO type 4 bolt flange for mounting actuator in any orientation parallel or perpendicular to the pipe. A non-metallic thermal isolation adapter shall separate flange from actuator with high temperature materials rated for continual use at greater than application temperature. Valve assemblies without thermal isolation as described are not acceptable.

The isolation adapter shall also provide stable direct coupled mechanical connection between the valve body and actuator and prevent lateral or rotational forces from affecting the stem and its packing O-rings.

All control ball valves shall be furnished with a stainless steel ball & stem and fiberglass reinforced Teflon seats and seals. The valves shall have a blow out proof stem design. Each

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valve shall be tested by the valve manufacturer.

Flow type for modulating two-way valves shall be equal percentage. All control ball valves shall have a flow characterizing disc in the inlet of the valve to provide this equal percentage flow response. Three-way valves shall have equal percentage control port. They shall have a modified linear bypass port which will yield 70% of the flow of the A port. The total flow remains near constant. Three-way valves shall be applicable for both mixing and diverting.

Characterizing disc shall be held securely by a keyed ring.

The stem packing shall consist of 2 O-rings designed for on-off modulating service and requiring no maintenance.

Manufacturer shall provide a eighteen (18) unconditional warranty following the date of owner's acceptance of job. The warranty shall include all parts, labor, and associated costs incurred by the manufacturer to provide factory authorized on-site service.

K. Valve Actuators:

The actuator manufacturer shall have ISO 9001 quality certification.

Actuators shall be Underwriters Laboratories Listed under Standard 873 and Canadian Standards Association Class 4813 02.

Actuators used near outdoor air streams shall have NEMA type 2 (IP54) housing for water and moisture resistance.

Actuators shall be direct coupled to the valve with a single screw.

Actuators shall be applied according to the manufacturer's specifications.

The valve actuator shall be capable of providing the minimum torque required for proper valve close-off for the required application.

Each actuator shall have current limiting circuitry or microprocessor overload protection incorporated in its design to prevent damage to the actuator.

Applications that require fail safe operation of the valve assembly shall use actuators with mechanical spring return.

The actuator shall be proportional, floating (Tri-state), or two position with spring return as called out in the control sequence of operation. All proportional valves shall be positive positioning, and respond to a 2-10 VDC or 4-20mA with load resistor. These proportional units will each have position feedback signal corresponding to the actual valve position which can be wired back to the control system.

All control valve shall have a visual position indicator and an attached 3 foot cable for easy installation to a junction box. Manufacturer shall provide a eighteen months of unconditional warranty following the date of beneficial use.

L. Damper Actuators: Shall be of the electronic type and shall be either fully proportional spring return or two-position spring return as described in the sequence of operation and as

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shown on the control drawings. Damper operators shall be located outside of the air stream whenever possible. Damper actuators shall be sufficient size to operate their respective dampers effectively.

- M. Control Dampers: Will be furnished by the Temperature Control Contractor and shall be single or multiple blade, as required. All dampers frames are to be constructed of #13 gauge galvanized sheet metal with flanges for duct mounting. Where dampers sizes are not indicated on the plans, dampers shall be properly sized by the Temperature Control Contractor, for minimum pressure drop, from two sheets of #22 gauge galvanized sheet metal spot-welded together and not exceeding 6" replaceable seals along with inside surface of top, bottom, sides of the frames, and along each blade edge.

Air leakage through the damper shall not exceed ½ of 1 percent of system capacity at 4" water static. Characteristics will be reviewed by the Architect/Engineer prior to approving dampers.

- N. Condensation Sensors: Will be furnished by the Temperature Control Contractor and located immediately upstream of the chilled beam supply water header within the chilled beam enclosure. Sauter Model EGH 102 dew point monitor and transducer shall be used. Thoroughly clean surface of pipe prior to installation.
- O. Occupancy Sensors: Will be furnished by the Temperature Control Contractor for the Lecture Hall and Multy-Purpose room only. All other occupancy sensors will be provided and installed by the electrical contractor with auxiliary contacts for monitoring by the DDC system. The occupancy sensors provided by the TCC will be ceiling or wall mounted and have passive infrared dual sensing technology.
- O. Humidity Sensors: shall be accurate to +/- 3% from 20% RH to 80% RH.

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 products to verify actual locations of connections before installation.
1. Examine roughing-in for instruments installed in piping to verify actual locations of connections before installation.
 2. Examine roughing-in for instruments installed in duct systems to verify actual locations of connections before installation.
- C. Examine walls, floors, roofs, and ceilings for suitable conditions where product will be installed.

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- 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 DDC SYSTEM INTERFACE WITH OTHER SYSTEMS AND EQUIPMENT

- A. Communication Interface to Equipment with Integral Controls:
 - 1. DDC system shall have communication interface with equipment having integral controls and having a communication interface for remote monitoring or control.
 - 2. Equipment to Be Connected:
 - a. Packaged RTU's
 - b. Unit Heaters, Radiant Ceiling Panels
 - c. Exhaust Fans
 - d. Interface with occupancy sensors specified under Div 26.

3.3 CONTROL DEVICES FOR INSTALLATION BY INSTALLERS

- A. Deliver selected control devices, specified in indicated HVAC instrumentation and control device Sections, to identified equipment and systems manufacturers for factory installation and to identified installers for field installation.
- B. Deliver the following to duct fabricator and Installer for installation in ductwork. Include installation instructions to Installer and supervise installation for compliance with requirements.
 - 1. DDC control dampers
 - 2. Airflow sensors and switches,
 - 3. Pressure sensors
- C. Deliver the following to plumbing and HVAC piping installers for installation in piping. Include installation instructions to Installer and supervise installation for compliance with requirements.
 - 1. DDC control valves,
 - 2. Pipe-mounted flow meters
 - 3. Pipe-mounted sensors, switches and transmitters.
 - 4. Tank-mounted sensors, switches and transmitters.
 - 5. Pipe- and tank-mounted thermowells.

3.4 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.

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- 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.
- G. Seal penetrations made in acoustically rated assemblies
- H. Welding Requirements:
 - 1. Restrict welding and burning to supports and bracing.
 - 2. No equipment shall be cut or welded without approval. Welding or cutting will not be approved if there is risk of damage to adjacent Work.
 - 3. Welding, where approved, shall be by inert-gas electric arc process and shall be performed by qualified welders according to applicable welding codes.
 - 4. If requested on-site, show satisfactory evidence of welder certificates indicating ability to perform welding work intended.
- I. Fastening Hardware:
 - 1. Stillson 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.
- J. 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.

3.5 OPERATOR WORKSTATION INSTALLATION

- A. The Schneider Electric SmartStruxure Operator Workstation is existing
 - 1. Install operator workstation at location directed by the Owner.
 - 2. Install multiple-receptacle power strip with cord for use in connecting multiple workstation components to a single duplex electrical power receptacle.
 - 3. Install software on workstation and verify software functions properly.
 - 4. Develop Project-specific graphics, trends, reports, logs and historical database.
- B. Color Graphics Application:
 - 1. Use system schematics indicated as starting point to create graphics.
 - 2. Develop Project-specific library of symbols for representing system equipment and products.

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3. Incorporate digital images of Project-completed installation into graphics where beneficial to enhance effect.
4. Submit sketch of graphic layout with description of all text for each graphic for Owner's review before creating graphic using graphics software.
5. Seek Owner's input in graphics development once using graphics software.
6. Final editing shall be done on-site with Owner's review and feedback.
7. Refine graphics as necessary for Owner acceptance.
8. On receiving Owner's acceptance, print a hard copy for inclusion in operation and maintenance manual. Prepare a scanned copy PDF file of each graphic and include with softcopy of DDC system operation and maintenance manual.

3.6 CONTROLLER INSTALLATION

- A. Install controllers in enclosures to comply with indicated requirements.
- B. Install controller with latest version of applicable software and configure to execute requirements indicated.
- C. Test and adjust controllers to verify operation of connected I/O to achieve performance indicated requirements while executing sequences of operation.
- D. Installation of Network Controllers:
 1. Quantity and location of network controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.
 2. Install controllers in a protected location that is easily accessible by operators.
- E. Installation of Programmable Application Controllers:
 1. Quantity and location of programmable application controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.
 2. Install controllers in a protected location that is easily accessible by operators.
- F. Application-Specific Controllers:
 1. Quantity and location of application-specific controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.
 2. For controllers not mounted directly on equipment being controlled, install controllers in a protected location that is easily accessible by operators.

3.7 ENCLOSURES INSTALLATION

- A. Install the following items in enclosures, to comply with indicated requirements:
 1. Gateways.
 2. Routers.
 3. Controllers.
 4. Electrical power devices.

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5. Relays.
6. Accessories.
7. Instruments.
8. Actuators

- B. Install continuous and fully accessible wireways to connect conduit, wire, and cable to multiple adjacent enclosures. Wireway used for application shall 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. Work shall comply with NFPA 70 and other requirements indicated.

3.9 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals
- B. Install engraved phenolic nameplate with unique identification on face for each of the following:
 1. Operator workstation.
 2. Server.
 3. Printer.
 4. Gateway.
 5. Router.
 6. Protocol analyzer.
 7. DDC controller.
 8. Enclosure.
 9. Electrical power device.
 10. Accessory.
- C. Install engraved phenolic nameplate with unique instrument identification on face of each instrument connected to a DDC controller.
- D. Install engraved phenolic nameplate with identification on face of each control damper and valve actuator connected to a DDC controller.
- E. Where product is installed above accessible tile ceiling, also install matching engraved phenolic nameplate with identification on face of ceiling grid located directly below.
- F. Where product is installed above an inaccessible ceiling, also install engraved phenolic nameplate with identification on face of access door directly below.

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G. Warning Labels:

1. Shall be permanently attached to equipment that can be automatically started by DDC control system.
2. Shall be located in highly visible location near power service entry points.

3.10 NETWORK INSTALLATION

A. Install fiber-optic cable when connecting between the following network devices

1. Operator workstations.
2. Operator workstations and network controllers.
3. Network controllers.

B. Install copper or fiber-optic cable when connecting between the following network devices located in same building:

1. Operator workstations.
2. Operator workstations and network controllers.
3. Network controllers.

C. Install copper cable when connecting between the following:

1. Gateways.
2. Gateways and network controllers or programmable application controllers.
3. Routers.
4. Routers and network controllers or programmable application controllers.
5. Network controllers and programmable application controllers.
6. Programmable application controllers.
7. Programmable application controllers and application-specific controllers.
8. Application-specific controllers.

D. Install network 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 the Owner and provide unique naming and addressing for networks and devices.

B. ASHRAE 135 Networks:

1. MAC Address:
 - a. Every network device shall have an assigned and documented MAC address unique to its network.
 - b. Ethernet Networks: Document MAC address assigned at its creation.

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- c. ARCNET or 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 shall support up to 4,194,302 unique devices.
- 4. Device Object Name Property Text:
 - a. Device object name property field shall 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 boiler plant at Building 1000 would be "HW System B1000."
 - 2) Example 2: Device object name for a VAV terminal unit controller could be "VAV unit 102".
- 5. Object Name Property Text for Other Than Device Objects:
 - a. Object name property field shall 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.
 - b. If not indicated, object identifier property numbers may be assigned at Installer's discretion but must be approved by the Owner in advance, be documented and be unique for like object types within device.

3.12 CONTROL WIRE, CABLE AND RACEWAYS INSTALLATION

- A. Comply with NECA 1.
- B. Comply with TIA 568-C.1.

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- C. Wiring Method: Install cables in raceways and cable trays. Conceal raceway and cables except in unfinished spaces.
 - 1. Install plenum cable in environmental air spaces, including plenum ceilings.
 - 2. Comply with requirements for cable trays specified in Section 260500 "Basic Electrical Materials and Methods"
 - 3. Comply with requirements for raceways and boxes specified in Section 260500 "
- D. Wiring Method: Conceal conductors and cables in accessible ceilings, walls, and floors where possible.
- E. Field Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.
- F. Conduit Installation:
 - 1. Install conduit expansion joints where conduit runs exceed 200 feet (60 m), and conduit crosses building expansion joints.
 - 2. Coordinate conduit routing with other trades to avoid conflicts with ducts, pipes and equipment and service clearance.
 - 3. Maintain at least 3-inch (75-mm) separation where conduits run axially above or below ducts and pipes.
 - 4. Limit above-grade conduit runs to 100 feet (30 m) without pull or junction box.
 - 5. Do not install raceways or electrical items on any "explosion-relief" walls, or rotating equipment.
 - 6. Do not fasten conduits onto the bottom side of a metal deck roof.
 - 7. Flexible conduit is permitted only where flexibility and vibration control is required.
 - 8. Limit flexible conduit to 3 feet (1 m) long.
 - 9. Conduit shall be continuous from outlet to outlet, from outlet to enclosures, pull and junction boxes, and shall be secured to boxes in such manner that each system shall be electrically continuous throughout.
 - 10. Direct bury conduits underground or install in concrete-encased duct bank where indicated.
 - a. Use rigid, nonmetallic, Schedule 80 PVC.
 - b. Provide a burial depth according to NFPA 70, but not less than 24 inches (600 mm).
 - 11. Secure threaded conduit entering an instrument enclosure, cabinet, box, and trough, with a locknut on outside and inside, such that conduit system is electrically continuous throughout. Provide a metal bushing on inside with insulated throats. Locknuts shall be the type designed to bite into the metal or, on inside of enclosure, shall have a grounding wedge lug under locknut.
 - 12. Conduit box-type connectors for conduit entering enclosures shall have an insulated throat.
 - 13. Connect conduit entering enclosures in wet locations with box-type connectors or with watertight sealing locknuts or other fittings.
 - 14. Offset conduits where entering surface-mounted equipment.

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15. Seal conduit runs used by sealing fittings to prevent the circulation of air for the following:
 - a. Conduit extending from interior to exterior of building.
 - b. Conduit extending into pressurized duct and equipment.
 - c. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.

G. Wire and Cable Installation:

1. Cables serving a common system may be grouped in a common raceway. Install control wiring and cable in separate raceway from power wiring. Do not group conductors from different systems or different voltages.
2. 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.
3. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.
4. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.
5. UTP Cable Installation:
 - a. Comply with TIA 568-C.2.
 - b. Do not untwist UTP cables more than 1/2 inch (12 mm) from the point of termination, to maintain cable geometry.
6. Identify each wire on each end and at each terminal with a number-coded identification tag. Each wire shall have a unique tag.
7. Provide strain relief.
8. Terminate wiring in a junction box.
 - a. Clamp cable over jacket in junction box.
 - b. Individual conductors in the stripped section of the cable shall be slack between the clamping point and terminal block.
9. Terminate field wiring and cable not directly connected to instruments and control devices having integral wiring terminals using terminal blocks.
10. Install signal transmission components according to IEEE C2, REA Form 511a, NFPA 70, and as indicated.
11. Keep runs short. Allow extra length for connecting to terminal boards. Do not bend flexible coaxial cables in a radius less than 10 times the cable OD. Use sleeves or grommets to protect cables from vibration at points where they pass around sharp corners and through penetrations.
12. Ground wire shall be copper and grounding methods shall comply with IEEE C2. Demonstrate ground resistance.

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13. Wire and cable shall be continuous from terminal to terminal without splices.
14. Use insulated spade lugs for wire and cable connection to screw terminals.
15. Use shielded cable to transmitters.
16. Use shielded cable to temperature sensors.
17. Perform continuity and meager testing on wire and cable after installation.
18. Do not install bruised, kinked, scored, deformed, or abraded wire and cable. Remove and discard wire and cable if damaged during installation, and replace it with new cable.
19. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
20. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
21. Protection from Electro-Magnetic Interference (EMI): Provide installation free of (EMI). As a minimum, comply with the following requirements:
 - a. Comply with BICSI TDMM and TIA 569-C for separating unshielded cable from potential EMI sources, including electrical power lines and equipment.
 - b. Separation between open cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
 - 1) Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches (127 mm).
 - 2) Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches (300 mm).
 - 3) Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches (610 mm).
 - c. Separation between cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
 - 1) Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches (64 mm).
 - 2) Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches (150 mm).
 - 3) Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches (300 mm).
 - d. Separation between cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
 - 1) Electrical Equipment Rating Less Than 2 kVA: No requirement.
 - 2) Electrical Equipment Rating between 2 and 5 kVA: A minimum of 3 inches (76 mm).
 - 3) Electrical Equipment Rating More Than 5 kVA: A minimum of 6 inches (150 mm).
 - e. Separation between Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of 48 inches (1200 mm).
 - f. Separation between Cables and Fluorescent Fixtures: A minimum of 5 inches (127 mm).

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3.13 FIBER-OPTIC CABLE SYSTEM INSTALLATION

- A. Comply with TIA 568-C.3, except where requirements indicated are more stringent.
- B. Raceway Installation:
 - 1. Install continuous raceway for routing fiber-optic cables.
 - 2. Install raceways continuously between pull boxes and junction boxes. Raceways shall enter and be secured to enclosures.
 - 3. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
 - 4. Install no more than the equivalent of two 90-degree bends in any pathway run. Support within 12 inches (300 mm) of changes in direction. Use long radius elbows for all fiber-optic cables.
 - 5. Entire raceway shall be complete and raceway interior cleaned before installation of fiber-optic cables.
 - 6. Securely fasten raceway to building structure using clamps and clips designed for purpose.
 - 7. Install nylon or polyethylene pulling line in raceways. Clearly label as "pulling line," indicating source and destination.
- C. Fiber-Optic Cable Installation:
 - 1. Route cables as efficiently as possible, minimizing amount of cable required.
 - 2. Continuously lubricate cables during pulling-in process.
 - 3. Do not exceed maximum pulling tensions provided by cable manufacturer. Monitor cable pulling tension with a mechanical tension meter.
 - 4. Arrange cables passing through pull boxes to obtain maximum clearance among cables within box.
 - 5. As cables emerge from intermediate point pull boxes, coil cable in a figure eight pattern with loops not less than 24 inches (600 mm) in diameter.
 - 6. Terminate fiber-optic cables in a fiber-optic splice organizer cabinet, unless connected equipment can accept fiber-optic cables directly. Terminate cables with connectors.
 - 7. Install and connect appropriate opto-electronic equipment and fiber jumper cables between opto-electronic equipment and fiber-optic cable system to DDC system fiber-optic cable system. Verify interface compatibility.
- D. Cable and Raceway Identification:
 - 1. Label cables at both ends. Labels shall be typed, not handwritten.
 - 2. Mark raceways at each pull box indicating the type and number of cables within.

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.

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- 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. For pneumatic products, verify that air supply for each product is properly installed.
- F. Control Damper Checkout:
 - 1. For pneumatic dampers, verify that pressure gages are provided in each air line to damper actuator and positioner.
 - 2. Verify that control dampers are installed correctly for flow direction.
 - 3. Verify that proper blade alignment, either parallel or opposed, has been provided.
 - 4. Verify that damper frame attachment is properly secured and sealed.
 - 5. Verify that damper actuator and linkage attachment is secure.
 - 6. Verify that actuator wiring is complete, enclosed and connected to correct power source.
 - 7. Verify that damper blade travel is unobstructed.
- G. Control Valve Checkout:
 - 1. For pneumatic valves, verify that pressure gages are provided in each air line to valve actuator and positioner.
 - 2. Verify that control valves are installed correctly for flow direction.
 - 3. Verify that valve body attachment is properly secured and sealed.
 - 4. Verify that valve actuator and linkage attachment is secure.
 - 5. Verify that actuator wiring is complete, enclosed and connected to correct power source.
 - 6. Verify that valve ball, disc or plug travel is unobstructed.
 - 7. 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 the valve if leaks persist.
- H. 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:
 - a. Verify sensing element type and proper material.
 - b. Verify length and insertion.

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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 a 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 a three-point test of calibration for both linearity and accuracy.
- D. Equipment and procedures used for calibration shall comply with instrument manufacturer's written instructions.
- E. Provide diagnostic and test equipment for calibration and adjustment.
- F. Field instruments and equipment used to test and calibrate installed instruments shall have accuracy at least twice the instrument accuracy being calibrated. An installed instrument with an accuracy of 1 percent shall be checked by an instrument with an accuracy of 0.5 percent.
- G. Calibrate each instrument according to instrument instruction manual supplied by manufacturer.
- H. If after calibration indicated performance cannot be achieved, replace out-of-tolerance instruments.
- I. Comply with field testing requirements and procedures indicated by ASHRAE's Guideline 11, "Field Testing of HVAC Control Components," in the absence of specific requirements, and to supplement requirements indicated.
- J. 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.
- K. Digital Signals:
 - 1. Check digital signals using a jumper wire.
 - 2. Check digital signals using an ohmmeter to test for contact making or breaking.
- L. 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. Stroke control dampers with pilot positioners. Adjust damper and positioner following manufacturer's recommended procedure, so damper is 100 percent closed, 50 percent closed and 100 percent open at proper air pressure.

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3. Check and document open and close cycle times for applications with a cycle time less than 30 seconds.
4. For control dampers equipped with positive position indication, check feedback signal at multiple positions to confirm proper position indication.

M. 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. Stroke control valves with pilot positioners. Adjust valve and positioner following manufacturer's recommended procedure, so valve is 100 percent closed, 50 percent closed and 100 percent open at proper air pressures.
3. Check and document open and close cycle times for applications with a cycle time less than 30 seconds.
4. For control valves equipped with positive position indication, check feedback signal at multiple positions to confirm proper position indication.

N. Meters: Check sensors at zero, 50, and 100 percent of Project design values.

O. Sensors: Check sensors at zero, 50, and 100 percent of Project design values.

P. Switches: Calibrate switches to make or break contact at set points indicated.

Q. 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 a backup power source.
6. If applicable, verify that power conditioning units, transient voltage suppression and high-frequency noise filter units are installed.

B. Verify that wire and cabling is 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:

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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 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 shall match.
10. Prepare and submit a 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 approval of Test Plan, execute all tests and procedures indicated in plan.
- C. After testing is complete, submit completed test 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.

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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.
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.
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 graphic are created.
26. Record Drawings are completed.

E. Test Plan:

1. Prepare and submit a validation test plan including test procedures for performance validation tests.
2. Test plan shall address all specified functions of DDC system and sequences of operation.
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 a test checklist to be used to check and initial that each test has been successfully completed.
6. Submit test plan documentation 20 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. After 24 Hours following Initial Validation Test:
 - a. Re-check I/O points that required corrections during initial test.

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- b. Identify I/O points that still require additional correction and make corrections necessary to achieve desired results.
- 5. After 24 Hours of Second Validation Test:
 - 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 a report indicating all I/O points that required correction and how many validation re-tests it took to pass. Identify adjustments made for each test and indicate instruments that were replaced.

3.19 DDC SYSTEM WIRELESS NETWORK VERIFICATION

- A. DDC system Installer shall design wireless DDC system networks to comply with performance requirements indicated.
- B. Installer shall verify wireless network performance through field testing and shall document results in a field test report.
- C. Testing and verification of all wireless devices shall include, but not be limited to, the following:
 - 1. Speed.
 - 2. Online status.
 - 3. Signal strength.

3.20 FINAL REVIEW

- A. Submit written request to Architect and Construction Manager when DDC system is ready for final review. Written request shall state the following:
 - 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. Review by Architect and Construction Manager shall be made after receipt of written request. A field report shall be issued to document observations and deficiencies.

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- C. Take prompt action to remedy deficiencies indicated in field report and submit a second written request when all deficiencies have been corrected. Repeat process until no deficiencies are reported.
- D. Should more than two reviews be required, DDC system manufacturer and Installer shall compensate entity performing review for total costs, labor and expenses, associated with third and subsequent reviews. Estimated cost of each review shall be submitted and approved by DDC system manufacturer and Installer before making the review.
- E. Prepare and submit closeout submittals when no deficiencies are reported.
- F. A part of DDC system final review shall include a 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 shall include, but not be limited to, the following:
 - a. Accuracy and calibration of 20 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 20 I/O points shall 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, uploading and downloading of control programs.
 - i. Software's ability to edit control programs off-line.
 - 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.

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- 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 Controller:
 - 1) Memory: Programmed data, parameters, trend and alarm history collected during normal operation is not lost during power failure.
 - 2) Operator Interface: Ability to connect directly to each type of digital controller with a portable operator workstation and PDA. 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 a 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 the 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.

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- 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.

3.21 ADJUSTING

- A. Occupancy Adjustments: When requested within 18 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. Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 18 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. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

3.23 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for two year.
- B. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.
 1. Upgrade Notice: At least 30 days to allow the Owner to schedule and access system and to upgrade computer equipment if necessary.

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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 the Owner of anticipated training requirements if more than minimum training requirements are indicated.
 - 3. Minimum Training Requirements:
 - a. Provide not less than five days of training total.
 - b. Stagger training over multiple training classes to accommodate Owner's requirements. All training shall occur before end of warranty period.
 - c. Total days of training shall be broken into not more than two separate training classes.
 - d. Each training class shall be not less than two consecutive days.

- C. Training Schedule:
 - 1. Schedule training with the Owner 20 business days before expected Substantial Completion.
 - 2. Schedule training to provide the Owner with at least 10 business days of notice in advance of training.
 - 3. Training shall occur within normal business hours at a mutually agreed on time. Unless otherwise agreed to, training shall occur Monday through Friday, except on U.S. Federal holidays, with two morning sessions and two afternoon sessions. Each morning session and afternoon session shall be split in half with 30-minute break between sessions. Morning and afternoon sessions shall be separated by 60-minute lunch period. Training, including breaks and excluding lunch period, shall not exceed eight hours per day.
 - 4. Provide staggered training schedule as requested by the Owner.

- D. Training Attendee List and Sign-in Sheet:
 - 1. Request from the Owner in advance of training a proposed attendee list with name, phone number and e-mail address.
 - 2. Provide a preprinted sign-in sheet for each training session with proposed attendees listed and no fewer than six blank spaces to add additional attendees.
 - 3. Preprinted sign-in sheet shall include training session number, date and time, instructor name, phone number and e-mail address, and brief description of content to be covered during session. List attendees with columns for name, phone number, e-mail address and a column for attendee signature or initials.
 - 4. Circulate sign-in sheet at beginning of each session and solicit attendees to sign or initial in applicable location.

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5. At end of each training day, send the Owner an e-mail with an attachment of scanned copy (PDF) of circulated sign-in sheet for each session.

E. Attendee Training Manuals:

1. Provide each attendee with a color hard copy of all training materials and visual presentations.
2. Hard-copy materials shall be organized in a three-ring binder with table of contents and individual divider tabs marked for each logical grouping of subject matter. Organize material to provide space for attendees to take handwritten notes within training manuals.
3. In addition to hard-copy materials included in training manual, provide each binder with a sleeve or pocket that includes a DVD or flash drive with PDF copy of all hard-copy materials.

F. Organization of Training Sessions:

1. Organize training sessions into logical groupings of technical content and to reflect different levels of operators having access to system. Plan training sessions to accommodate the following three levels of operators:
 - a. Daily operators.
 - b. Advanced operators.
 - c. System managers and administrators.
2. Plan and organize training sessions to group training content to protect DDC system security. Some attendees may be restricted to some training sessions that cover restricted content for purposes of maintaining DDC system security.

G. Training Outline:

1. Submit training outline for the Owner review at least ten business day before scheduling training.
2. Outline shall include a detailed agenda for each training day that is broken down into each of four training sessions that day, training objectives for each training session and synopses for each lesson planned.

H. On-Site Training:

1. The Owner will provide conditioned classroom or workspace with ample desks or tables, chairs, power and data connectivity for instructor and each attendee.
2. Instructor shall provide training materials, projector and other audiovisual equipment used in training.
3. Provide as much of training located on-site as deemed feasible and practical by the Owner.
4. On-site training shall include regular walk-through tours, as required, to observe each unique product type installed with hands-on review of operation, calibration and service requirements.
5. Operator workstation provided with DDC system shall be used in training. If operator workstation is not indicated, provide a temporary workstation to convey training content.

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I. 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. Running each specified report and log.
16. Displaying and demonstrating each data entry to show Project-specific customizing capability. Demonstrating parameter changes.
17. Stepping through graphics penetration tree, displaying all graphics, demonstrating dynamic updating, and direct access to graphics.
18. Executing digital and analog commands in graphic mode.
19. Demonstrating control loop precision and stability via trend logs of I/O for not less than 10 percent of I/O installed.
20. Demonstrating DDC system performance through trend logs and command tracing.
21. Demonstrating scan, update, and alarm responsiveness.
22. Demonstrating spreadsheet and curve plot software, and its integration with database.
23. Demonstrating on-line user guide, and help function and mail facility.
24. Demonstrating multitasking by showing dynamic curve plot, and graphic construction operating simultaneously via split screen.
25. Demonstrating the following for HVAC systems and equipment controlled by DDC system:
 - a. Operation of HVAC equipment in normal-off, -on and failed conditions while observing individual equipment, dampers and valves for correct position under each condition.
 - b. For HVAC equipment with factory-installed software, show that integration into DDC system is able to communicate with DDC controllers or gateways, as applicable.
 - c. Using graphed trends, show that sequence of operation is executed in correct manner, and HVAC systems operate properly through complete sequence of operation including seasonal change, occupied and unoccupied modes, warm-up and cool-down cycles and other modes of operation indicated.

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- d. Hardware interlocks and safeties function properly and DDC system performs correct sequence of operation after electrical power interruption and resumption after power is restored.
- e. Reporting of alarm conditions for each alarm, and confirm that alarms are received at assigned locations, including operator workstations.
- f. Each control loop responds to set point adjustment and stabilizes within time period indicated.
- g. Sharing of previously graphed trends of all control loops to demonstrate that each control loop is stable and set points are being maintained.

J. Training Content for Advanced Operators:

1. Making and changing workstation graphics.
2. Creating, deleting and modifying alarms including annunciation and routing.
3. Creating, deleting and modifying point trend logs including graphing and printing on an ad-hoc basis and operator-defined time intervals.
4. Creating, deleting and modifying reports.
5. Creating, deleting and modifying points.
6. Creating, deleting and modifying programming including ability to edit control programs off-line.
7. Creating, deleting and modifying system graphics and other types of displays.
8. Adding DDC controllers and other network communication devices such as gateways and routers.
9. Adding operator workstations.
10. Performing DDC system checkout and diagnostic procedures.
11. Performing DDC controllers operation and maintenance procedures.
12. Performing operator workstation operation and maintenance procedures.
13. Configuring DDC system hardware including controllers, workstations, communication devices and I/O points.
14. Maintaining, calibrating, troubleshooting, diagnosing and repairing hardware.
15. Adjusting, calibrating and replacing DDC system components.

K. Training Content for System Managers and Administrators:

1. DDC system software maintenance and backups.
2. Uploading, downloading and off-line archiving of all DDC system software and databases.
3. Interface with Project-specific, third-party operator software.
4. Understanding password and security procedures.
5. Adding new operators and making modifications to existing operators.
6. Operator password assignments and modification.
7. Operator authority assignment and modification.
8. Workstation data segregation and modification.

L. Video of Training Sessions:

1. Provide a digital video and audio recording of each training session. Create a separate recording file for each session.
2. Stamp each recording file with training session number, session name and date.

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3. Provide the Owner with two copies of digital files on DVDs or flash drives for later reference and for use in future training.
4. The Owner retains right to make additional copies for intended training purposes without having to pay royalties.

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SECTION 23 09 93

SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. This Section includes control sequences for HVAC systems, subsystems, and equipment.
- B. Related Sections include the following:
 - 1. Section 23 09 23 "Instrumentation and Controls for HVAC" for control equipment and devices and for submittal requirements.

1.3 DEFINITIONS

- A. DDC: Direct Digital Control

1.4 HEATING HOT WATER SYSTEM

- A. If OSA temperature is less than 60°F (adj) the lead hot water pump shall start and modulate to maintain the differential pressure setpoint as set by the balancing contractor. The balancing contractor shall also set the minimum VFD frequency, with all valves in the building closed (flow through CUH's and UH's only), to maintain the minimum GPM through the boilers. If the lead hot water pump fails as sensed by the VFD monitored points, the lag hot water pump shall be started and an alarm initiated by the ATC system. The lead boiler isolation valve shall always be open and the lag boiler isolation valve shall only open when the lag boiler is being called to run. An end switch on the valve actuator shall prove the valve is open before the boiler is allowed to run. If the valve does not open an alarm shall be initiated through the BMS. The Aerco Boiler control system (ACS) shall control the boilers operation, lead/lag, modulation and etc. The Building Management System (BMS) shall send required enable and setpoints to the ACS through the communication interface provided by the boiler manufacturer. EF-1 shall start based on room temperature. If the space temperature rises above 80 deg.f (adj) then the intake damper shall open and the exhaust fan shall start. When the space temperature drops below 77deg.f(adj) the fan shall shut down and the intake damper shall close.

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1.5 TYPICAL BASEBOARD RADIATION AND CONVECTOR CONTROL

- A. Occupied Mode: When the ATC calls for heat, the hot water valve shall open to warm space temperature up to set point (69°) adjustable plus deadband, at which time the hot water valve shall close.
Unoccupied Mode: The BAS shall close the hot water valve. When the space temperature drops below the unoccupied set point (60°) adjustable, the hot water valve shall open to warm the space temperature up to set point plus deadband, at which time the hot water valve shall close.

1.6 TYPICAL UNIT HEATER AND CABINET UNIT HEATER CONTROL

- A. The unit heater fan shall cycle on/off to maintain space temperature to setpoint subject to hot water being available as determined by the aqua-stat located on the HW pipe (Set @ 115°). If outside air is above 60° F. the unit heaters shall be locked out. For the CUH's the space sensor shall be located in the return air stream of the unit. Vestibules and mechanical spaces shall be set for 60 deg.f(adj).

1.7 TYPICAL HOT WATER COIL CONTROL

- A. Morning Warm Up Mode:

The heating coil control valve shall modulate and the freeze protection pump shall start if not running to maintain SA temperature at 90°F (adjustable) to maintain each zone at occupied heating temperature set point.

1. Freeze protection pump control: Whenever the outside air (OA) is below 45°F (adjustable), SF and RF are running or the AHU mixed air temperature is 38°F (adjustable) when fans are shut down then the freeze protection pump shall operate continuously. The freeze protection pump shall cycle whenever $45^{\circ}\text{F} > \text{OA} \leq 65^{\circ}\text{F}$, SF and RF are running and supply air temperature is not at set point. If freeze protection pump fails to start and/or run in any mode of operation, as determined by the current sensor, an alarm shall be indicated at the head end computer and freeze protection pump shall be commanded off, fans shall stop and outside air dampers shall close.

- B. Occupied Heating Mode of Operation:

The freeze protection pump shall start/run and heating coil control valve shall modulate as required to maintain supply air temperature at 65°F (adjustable) whenever average calculated space temperature is 70°F (adjustable) or whenever average calculated space temperature is 65°F (adjustable).

A low temperature protection thermostat/freezestat located in the heating coil discharge shall shut down the unit fan, close the dampers, open the heating coil valve full to the coil (start freeze protection pump if not running) and indicate an alarm at the head end computer upon sensing a temperature below its set point of 36°F (adjustable).

1.8 TYPICAL UNIT VENTILATOR CONTROL

- A. System will be indexed occupied /unoccupied & warm-up by the optimal start program in the EMS system. In the heating mode, the 2-way control valve will modulate.
Warmup Mode:
System supply fan will start subject to preheat coil discharge low temperature thermostat.

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Outside air damper will remain closed and the return air damper will remain open.
The space sensor will reset discharge air to maintain the following schedule:
Space Temp. Discharge Air Temp.

75 deg.f.	55 deg.f.
65 deg.f.	85 deg.f.

Reset controller will modulate 2-way coil valve.

Cooldown Mode:

System supply fan will start subject to preheat coil discharge low temperature thermostat.
Outside air damper will remain closed and the return air damper will remain open.
The space sensor will reset discharge air to maintain the following schedule:

Space Temp.	Discharge Air Temp.
75 deg.f.	55 deg.f.
65 deg.f.	65 deg.f.

Occupied/Heating Mode:

System supply fan will continue to run subject to preheat coil discharge low temperature thermostat.
Outside air damper will remain open.
The space sensor will reset discharge air to maintain the following schedule:

Space temp.	Discharge air temp.
75 deg.f.	85 deg.f.
65 deg.f.	65 deg.f.

Reset controller will modulate outside and return air dampers through discharge air low limit in sequence with heating action control of 2-way coil valve.

Unoccupied/Heating:

Supply fan will cycle subject to preheat coil discharge low temperature outside air damper closed coil valve full open and face when the space temperature drops below 60f.

Freeze Protection:

A low temperature protection thermostat/freezestat located in the heating coil discharge shall shut down the unit fan, close the dampers, open the heating coil valve full to the coil and indicate an alarm at the head end computer upon sensing a temperature below its set point of 36°F (adjustable).

The Temperature Controls Contractor shall familiarize themselves with the site and all equipment on the site prior to submitting his bid. All HVAC equipment shall be incorporated into the new BMS system whether or not shown on the bid documents. (ie. all exhaust fans, CUH's, UH's convectors, radiation valves & etc. shall be included). The entire pneumatics control system shall be disabled and the compressor and related pneumatic devices shall be demolished and removed from the boiler room.

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PART 2 - PRODUCTS

None

PART 3 - EXECUTION

3.1 INSTRUCTION AND ADJUSTMENTS

- A. Upon completion of the project, the Temperature Control Contractor shall: Check, validate, and calibrate, where required, all controllers, controlled devices, valves, actuators, auxiliary devices, relays, etc. provided under this section.

3.2 COORDINATION

- A. Coordinate the controls furnished under this section with the controls furnished with the boilers and chillers resulting in a complete system properly interfaced.

3.3 SYSTEM TURN OVER

- A. Upon completion of the installation, the Control Contractor shall start-up the system and perform all necessary testing and run diagnostics to ensure proper operation. An acceptance test in the presence of the West Hartford Public Schools's Representative, the Architect, or the Engineer shall be performed. The acceptance test shall consist of a point-to-point check-out within each terminal unit controller to insure proper operation of all system components.
- B. When the system is deemed satisfactory in whole or in part by these observers, the system parts will be accepted for beneficial use and place under warranty.
- C. Problems which occur within approved hardware or software shall be corrected in an appropriate fashion under warranty. Any such occurrence shall not void previous approval; however, the Control Contractor shall be responsible to attend to, and remedy, such items within the warranty period. Appropriate logs, schedules, and reports shall be maintained to reflect these items and their redress.

3.4 TRAINING/WEST HARTFORD PUBLIC SCHOOLS'S INSTRUCTION

- A. The Control Contractor shall provide two (2) copies of an operator's manual describing all operating and routine maintenance service procedures to be used with the system. The Control Contractor shall instruct the West Hartford Public Schools's designated representative in these procedures during the start-up and test period. The duration of the instruction are to be conducted during normal working hours and shall be no less than sixteen (16) hours, divided in (4) four hours sessions or as directed by the West Hartford Public Schools..

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3.5 WARRANTY

- A. The entire building control system shall be warranted for a period of (18) months following the date of beneficial use. Any manufacturing defects arising during this period shall be corrected without cost to the West Hartford Public Schools. This warranty shall become effective starting the date the West Hartford Public Schools begins to receive beneficial use of the system.

END OF SECTION 23 09 93

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SECTION 23 50 00

HEATING EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SCOPE OF WORK:

- A. This Contract includes all labor, material, equipment, tests and appliances required to furnish and install all HVAC as shown on drawings, implied and herein specified.
- B. The present location of the building will be as shown on drawings. Visit the site and examine the Mechanical trades showing all details of construction before submitting proposal.
- C. Connect new boilers and pumps to existing and leave ready to operate. Check all Mechanical and Electrical drawings and coordinate all work accordingly.
- D. Refer to Section 230548 for Seismic Restraints.
- E. Drawings are diagrammatic and indicate the general arrangement of piping and do not show all minor details and fittings. Such items shall be included, as well as reasonable modification, in the layout as directed to prevent conflict with other trades.

1.3 SUBMITTALS:

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

Pipe and fittings
Pumps
Hydronic Equipment and Specialties
Boiler

1.4 MOTOR CONTROL:

- A. Each electric motor of 3 phase characteristics shall be furnished with an automatic starter as specified in Section 200050, Motor Control.

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PART 2 -PRODUCTS

2.1 PIPE AND FITTINGS:

A. Copper Tubing:

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

B. Steel Piping:

1. Pipe shall be Standard Wall (Sch. 40) black carbon steel, ASTM A-120, Grade B, with threaded ends for sizes 1/2" through 2", for hot water heating piping.
2. All steam condensate return piping shall be run in (SCH 80) black steel.
3. Fittings shall be standard weight (125 lbs.), cast iron screwed, ASTM A126, Class A, for sizes 1/2" through 2". Piping 2" and under shall be screwed.
4. Victaulic Grade E couplings, fittings and accessories in conjunction with grooved end schedule 40 piping will be permitted in existing and new construction for hot water heating system.

2.2 PIPE AND FITTINGS:

- A. All fittings on welded lines shall be furnished in accordance with ASTM A105 Specification designed for welding. Branch outlets on mains 2-1/2" and smaller to be made with Weldolets or Thredolets. Welding fittings on mains and branches 3" and larger are to be full size of reducing tube designed for welding. All flanged valves 3" and larger and special equipment connections to be installed with weld neck flanges for welded construction.
- B. All nipples shall be extra strong as follows: Pipe size 1/2" to 4" - 6" close. Pipe size 5" - 12" - 12" close and of the same material as the piping they are used with.
- C. All copper tubing shall be furnished in Type "L" using sweat fittings unless otherwise noted. Copper tubing shall be furnished in Chase, Anaconda, Bridgeport or Revere.
- D. All black steel over 4" or other welded pipe shall have long radius welding ells and tees of the same wall thickness as the pipe. Welding tees will not be required where the mains and branches comply with the following schedule:

<u>Min. Size of Mains</u>	<u>Max. Size of Branch</u>
2 1/2"	3/4"
3"	1 1/4"
4"	2"
5"	3"
6"	4"
8"	6"
10"	8"
12"	10"

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- E. Welding flanges shall be slip-on or welding neck type, 300 psig forged steel conforming to ANSI Specification B-16.5.
- F. All necessary precautions shall be taken when welding in the new building to prevent combustion of structure.

2.3 GROOVE PIPING:

- A. Victaulic couplings may be used in lieu of welding, thread or flanging on 2 1/2" through 30" carbon steel pipe, on heating water services from -30 deg. F. to 230 deg. F. within the manufacturer's rated working pressures. Pipe grooving shall be cut grooved and/or rolled grooved as per manufacturer's latest spec. Installation is per manufacturer's latest recommendations. All piping shall be Schedule 40. grooved piping shall be used only in concealed or service areas. Grooved piping will not be accepted in finished areas with no ceiling.
- B. Piping Components - Grooved couplings consisting of two or more pieces of ductile or malleable iron. Coupling gaskets will be a synthetic rubber gasket with a central cavity pressure responsive design. Coupling bolts and nuts shall be heat treated carbon steel, track head conforming to physical properties of ASTM-A-183. All grooved couplings shall be as manufactured by Victaulic Co. Style 77, 07 or equal.
- C. For piping 2 1/2" and larger, full size branch connections shall be made with manufactured grooved end tees. Branch connections for less than full size shall be made with Victaulic hole cut products. Style 920 or Style 921 branch connections with locating collar engaging into hole or style 72 outlet coupling used to join grooved pipe and to create a branch connection. Gaskets for branch connection shall be Victaulic Grade "E" EPDM Compound with working temperature of -30 deg. F. to 230 deg. F.
- D. Flanges - Vic-Flange Style 741 (2-24") for connection to ANSI class 125 and 150 flanged components.
- E. Fittings - Fittings shall be full flow cast fittings, steel fittings or segmentally welded fittings with grooves or shoulders designed to accept Victaulic grooved end couplings.
 - 1. Standard Fittings - shall be cast of ductile iron conforming to ASTM A-536 (Grade 65-45-12) or malleable iron conforming to ASTM A-47, Grade 32510, painted with a rust inhibiting modified vinyl Alkyd enamel or hot-dip galvanized to ASTM A-153 or zinc electroplated to ASTM B-633, as required.
 - 2. Standard Steel Elbow Fittings - (14" - 24"), shall be forged steel conforming to ASTM A-106 Grade B (0.375" wall), painted with rust inhibiting modified vinyl Alkyd enamel or hot-dip galvanized to ASTM A-153.
 - 3. Standard Segmentally Welded Fittings - shall be factory fabricated, by fitting manufacturer, of carbon steel pipe as follows, 3/4" - 4" conforming to ASTM A-53, Type F; 5" - 6" Sch. 40 conforming to ASTM A-53, Type E or S, Grade B; 8" - 12" Sch. 30 conforming to ASTM A-53, Type E or S, Grade B; 14" - 24" 0.375" wall conforming to ASTM A-53, Type E or S, Grade B, painted with rust inhibiting modified vinyl Alkyd enamel or hot-dip galvanized to ASTM A-153, as required.

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- F. Victaulic Pipe Hanging (Victaulic Hanging Standard A-130)
1. Style 07 Zero-Flex for rigid piping systems should be supported as per Building Services B31.9 Hanging.
 2. Style 77 flexible piping systems are supported as per Victaulic Hanging Standard A-130.

2.4 PIPING JOINTS:

- A. Welded Joints shall be fusion welded in accordance with American Standard B31.1, Section 6, except as modified hereinafter. Changes in direction of piping shall be made with welding fittings only. Mitering, notching or direct welding of pipe to the main in order to form tees or ells will not be permitted. Branch connections may be made with welding tees or forced branch outlet fittings, as manufactured by Bonney Forge, either being acceptable without size limitation. Bonney Thredolets shall be used in lieu of Hald couplings when reducing from a welded run to a screwed branch. Outlet fittings where used shall be forged, flared for improved flow where attached to the run, reinforced against external strains and designed to maintain full pipe bursting strength. Fillet welds shall be used for welding screwed and slip-on steel flanges to pipes. Where lateral connections are to be used, either lateral fittings or Bonney Latrolets are acceptable. Wedded joints shall be used in finished areas with no ceiling.

- B. Screwed Joints: The ends of pipes to be threaded shall be cut square and reamed. Pipe threads shall be standard taper, shall be cut straight and clean and to full depth, and shall be free from dirt, chips and burrs when the joint is made. Pipe joint lubricant or compound shall be selected for the pipe line service and shall be applied to male threads only. Screwed joints shall not be caulked.

- C. Flanged Joints: This heading covers flanged joints of all types, including those made with flange unions. Flanged joints shall be made with suitable reinforced gaskets. Clean all parts and align the joint before assembling; support pipes or heavy parts independently. Opposite bolts shall be pulled up successively. Screwed steel flanges shall be welded to pipes; slip-on steel flanges shall be welded front and back.

Cast iron flanges shall not be welded to pipes. If raised face flanges are to be bolted against plain face flanges, the raised face shall be removed and a full face gasket used. Where flanged base elbows are installed, the base shall not be used for anchoring the line or otherwise subjected to tension or shear.

- D. Soldered Joints in Copper Tubing: Cut the ends of tubes square, remove burrs, clean tube ends and fitting sockets with emery cloth and remove all particles before applying flux and making the joint. Insert tubes to full socket depth. Use the following solders at the given conditions.

95 - 5% Tin-Antimony/all services/high pressure 250 degrees F. Max.
Silver - 35 to 45% alloy-refrigerant piping/high pressure and temperature.

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2.5 PIPE HANGERS:

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

<u>Piping</u>	<u>Sizes</u>	<u>Maximum Interval</u>
Cast Iron	All sizes	At each hub or joint
Steel	2" & smaller	Six (6) feet
Steel	2 1/2" & larger	Ten (10) feet
Copper Tubing	1 1/4" & smaller	Five (5) feet
Copper Tubing	1 1/2" & larger	Eight (8) feet

- E. Hangers up to and including 2" shall be the adjustable band type equal to Empire. Figure 310 for iron pipe and Fig. 310CT for copper tubing.
- F. Hangers for piping 2-1/2" and up shall be the clevis type, equal to Empire. Figure 11 for iron pipe and Figure 110CT for copper tubing.
- G. Hangers shall be suspended from one of the following devices:
 - 1. "C" clamps.
 - 2. Trapeze hanger assemblies consisting of back-to-back horizontal steel channels with end-type rod hangers.
 - 3. Expansion shield embedded into concrete or masonry.
- H. On hot water systems, provide over-sized hangers.
- I. Refer to Section 15010 for Seismic Restraints.

2.6 VALVES:

- A. This Contractor shall furnish and install valves where shown on plans and also wherever necessary to make the system complete in its operation. All valves shall be as manufactured by Stockham, Jamesbury, Centerline, Appollo, Milwaukee and Victaulic.

Hot Water Heating

2" and smaller

Ball valves Apollo 71-100/200

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Check valves Stockham B-310-T
Vertical check valves Stockham B-310-T

2-1/2" and larger

Butterfly valves Stockham - LG712-BS3-B (Lug Style)
Check valves Centerline - Series 800 S.S. plate and spring, and nypalon seats.

Furnish all valve materials suitable for service intended. No gate valves shall be allowed.
Provide all valves with factory installed extension stems.

2.7 UNIONS:

- A. All unions shall be furnished in Nibco-633 or equal in Chase, Revere, Jefferson and Anaconda.

2.8 GASKETS:

- A. Where flanges occur, they shall be packed with Klinger or approved equivalent high quality non-asbestos material composed of fibers for industrial maintenance service with high chemical stability and heat resistance. Nitrile rubber bonded.

Temperature 750 deg. F. max.
Pressure 1450 psi max.
Compressibility ASTM F36A
Tensile Strength ASTM F152

2.9 REAMING OF PIPES:

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

2.10 PIPE ANCHORS:

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

2.11 HANGERS AND SLEEVES:

- A. All horizontal piping shall be supported in a good, firm and substantial manner. No chains, horizontal pieces of pipe or hangers formed by means of perforated steel bands, pipe rings and hooks will be permitted. All hangers shall be oversized
- B. All pipes passing through walls or partitions shall be provided with sleeves sized to give a minimum of 1/2" clearance between sleeve and the outside diameter of the pipe or insulation enclosing the pipe.

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2.12 SPECIALTIES FOR HOT WATER SYSTEM:

- A. Furnish and install all hot water equipment in Bell & Gossett as specified below and as shown on the drawings.
 - 1. Pressure reducing valve for each closed system.
 - 2. B & G Triple Duty flow control valves shall be furnished in either the angle type or straightaway to suit each individual location and full size of each main or branch main.
 - 3. Furnish all pumps as called for in schedule and following paragraph.
 - 4. Provide B&G circuit setter plus calibrated balancing valves Model C.B. on air handling equipment.

- B. Furnish and install the following accessories and equipment in make other than Bell & Gossett.
 - 1. Thermometers: Install Ashcroft Fig. 7173T BI-Metal "Every Angle" thermometers where shown and/or called for on plans or in specifications.
 - 2. Thermometers shall have 5" aluminum hermeticism sealed case with stainless steel stem with 1/2" NPT connection. Install in separable well in brass with lagging extension neck. Stem length and dial range shall be 6" and 0 degrees to 250 degrees F., respectively.
 - 3. Furnish and install on non-critical systems, gauges suitable for use on hot water where indicated on drawings or called for in specifications. Gauge shall be Ashcroft Fig. 2070 with silver brazed boudon tube, aluminum back flange type epoxy coated case, chrome ring, 1/4" NPT lower connection, stainless steel movement with 1% accuracy. Pressure range shall be as required. Furnish 1/4" needlepoint valve in Crane #88 for each gauge. Where sharp pressure fluctuations may occur, mount gauge on a 1/4" Fig. 1106B pulsation dampener. Provide compound gauges where required or called for.
 - 4. Furnish and install gauges on all pump discharge and compound gauges on all pump suction.
 - 5. Furnish and install balancing valves on air handling unit coil, etc., runouts 2" and smaller in Tour Andersson STA-D Series with ""A metal"" construction. Branch mains 2 1/2" and larger shall be provided with Tour Andersson STA-F Series balancing valve.
 - 6. Furnish and install dielectric fittings.

2.13 IN-LINE MOUNTED CENTRIFUGAL PUMPS:

- A. Furnish and install the in-line centrifugal pumps complete with motors and trim meeting the performance, size, electrical requirements as scheduled or otherwise specified in Bell & Gossett. Maximum operating temperature shall be 225 degrees F with a maximum working pressure of 175 PSI.

- B. All in-line centrifugal pumps shall be furnished complete with motor and trim suitable for service indicated on plans or otherwise specified. Pump volute shall be of cast iron design. Volute shall include gauge, vent and drain ports. The connection style shall be flanged. The mechanical contractor shall coordinate system connection sizes with trim and pump size and provide all fittings and hardware necessary to connect pump to system piping. . The pump

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internals shall be capable of being serviced without disturbing piping connections to the pump.

- C. Furnish motors for all in-line centrifugal pumps meeting the electrical requirements scheduled and specified in accordance with specification section 15010. All 120 volt motors shall be supplied with built in thermal overload protection.
All three phase motors of 1HP or greater shall be supplied as premium efficiency motors. Motors shall be selected to be non-overloading at any point along the pump curve and shall meet NEMA specifications.
- D. Pumps shall be of the maintainable design. Provide West Hartford Public Schools with complete parts list with service information.
- E. Each pump shall be factory tested per Hydraulic Institute standards and name-plated prior to shipment. Impeller shall be both hydraulically and dynamically balanced, keyed to the shaft and secured by a locking cap screw or nut.
- F. Each pump shall have a three year warranty from the date of installation.
- G. Each pump shall be factory primed and painted to prevent rust and corrosion of the pump exterior surfaces.
- H. Provide seismic restraints and vibration isolation for each pump in accordance with specification section 15010.
- I. Pump shall be installed, aligned and started in accordance with manufacturer's recommendations
- J. Long-Coupled In-Line Pump (B&G Series 60)
 - 1. Long-Coupled In-Line centrifugal pumps shall be horizontal, permanently lubricated and specifically designed and guaranteed for quiet operation. The pump shall be single stage, vertical split case design in cast iron bronze fitted construction
 - 2. The pump shall be composed of three separable components: a motor, bearing assembly and pump end (wet end). The motor shaft shall be connected to the pump via a replaceable flexible coupler. The pump shall have a solid SAE 1144 steel shaft supported by two sealed ball bearings. A non-ferrous shaft sleeve shall be employed to completely cover the wetted area under the seal. The pump shall be equipped with an internally flushed mechanical seal assembly. Seal assembly shall have a brass housing, Buna bellows and seal gasket, stainless steel spring, and be of carbon ceramic design with the carbon face rotating against the stationary ceramic face.
 - 3. A flexible-type coupling shall be employed between the pump and motor. To ensure alignment, the motor shall be mounted to the bearing assembly via a bolted motor bracket assembly with a rubber motor mount.
 - 4. The pump shall be designed to allow for true back pull-out access to the pumps working components.

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- K. Close-Coupled In-Line Pump (B&G Series 80 & 90)
1. Close-Coupled In-Line centrifugal pumps shall be single stage design suitable for installation in vertical or horizontal positions, permanently lubricated and specifically designed and guaranteed for quiet operation.
 2. Pump casing shall be Class 30 cast iron, bronze fitted. The impeller shall be cast bronze, closed type
 3. The liquid cavity shall be sealed off at the motor shaft by an internally-flushed mechanical seal with ceramic seal seat and carbon seal ring, suitable for continuous operation. A bronze shaft sleeve shall completely cover the wetted area under the seal.

2.14 BASE MOUNTED CENTRIFUGAL PUMPS:

- A. Furnish and install the base mounted centrifugal pumps complete with motors and trim meeting the performance, size, electrical requirements as scheduled or otherwise specified in Bell & Gossett. Maximum operating temperature shall be 225 degrees F with a maximum working pressure of 175 PSI.
- B. All base mounted centrifugal pumps shall be furnished complete with motor and trim suitable for service indicated on plans or otherwise specified. Pump shall be of the single stage end suction design with a class 30 cast iron volute with a foot integrally cast to the pump. Volute shall include gauge, vent and drain tapings. The connection style shall be flanged. The mechanical contractor shall coordinate system connection sizes with trim and pump size and provide all fittings and hardware necessary to connect pump to system piping. The pump internals shall be capable of being serviced without disturbing piping connections to the pump.
- C. The pump impeller shall be cast bronze enclosed type (bronze fitted). The liquid cavity shall be sealed off at the pump shaft by an internally-flushed mechanical seal with ceramic seat and carbon steel ring. Replaceable bronze shaft sleeve shall completely cover the wetted area under the seal.
- D. Pump shall come from the factory fully assembled and mounted to a baseplate. The baseplate shall be of structural steel with fully enclosed sides and ends and securely welded cross members. Grouting area shall be fully open.
A flexible type, center dropout design coupler capable of absorbing torsional vibration shall be employed between the pump and the motor. Coupler shall be shielded by an ANSI/OSHA compliant coupler guard securely fastened to the base frame.
- E. Furnish motors for all base mounted centrifugal pumps meeting the electrical requirements scheduled and specified in accordance with specification section 15010. All three phase motors of 1HP or greater shall be supplied as premium efficiency motors.

Motors shall be selected to be non-overloading at any point along the pump curve and shall meet NEMA specifications. Pump and motor shall be factory aligned and (if required) re-aligned in the field by the installing contractor.
- F. Pumps shall be of the maintainable design. Provide West Hartford Public Schools with

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complete parts list with service information.

- G. Each pump shall be factory tested per Hydraulic Institute standards and name-plated prior to shipment. Impeller shall be both hydraulically and dynamically balanced, keyed to the shaft and secured by a locking cap screw or nut.
- H. Each pump shall have a three year warranty from the date of installation.
- I. Each pump shall be factory primed and painted to prevent rust and corrosion of the pump exterior surfaces.
- J. Mechanical contractor to provide pressure gauges vents and other trim for each base mounted pump. Pump shall be installed, aligned and started in accordance with manufacturer's recommendations.
- K. Provide seismic restraints and vibration isolation for each pump in accordance with specification section 230548.

2.15 CHEMICAL FEEDING EQUIPMENT :

- A. For each closed system the Contractor shall furnish and install the following apparatus (including isolation and drain valves):
 - 1. One shot combination filter feeder, minimum five gallon capacity with quarter turn cap and 3 ½" opening. The feeder shall be rated for 200 psi service.
- B. The Contractor shall provide ports to test the chemical concentration.
- C. Furnish one year's supply of filters and the formulas for control of scale and corrosion in the closed hot water recirculating system. Formulations shall not contain any ingredients which may be harmful to system materials of construction. Provide MSD sheets on all chemical products. No system shall be operated without the benefit of chemical protection. Once the recommended chemical residual is achieved, any additional chemicals required to re-treat the system due to water loss or to accomplish other work shall be provided by the Mechanical Contractor.

2.15 CONDENSING BOILERS

- A. Work Included: Provide equipment, labor, materials and services as required for the complete installation of two boiler/burner units.
- B. Submittals: Provide manufacturer's catalog brochures and technical data for boiler[s], burner[s], accessories.
- C. Boiler and burner installation shall comply with all state and local code requirements. Contractor shall obtain installation permit prior to installation and a certificate of boiler inspection after the installation has been completed and shall pay all fees associated with those requirements.

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- D. General - Furnish and install as shown on plans in accordance with all codes and authorities having jurisdiction, Boiler Plant Model BMK-5000LN-3. Plant shall consist of 3 multiple boilers, Model BMK-5,000LN as manufactured by AERCO International, Inc.. Boilers shall be UL/FM approved and have a total input of 15,000mbh with a combined output rating of 13,950mbh. Each boiler shall have an input of 5,000mbh when fired with natural gas. Boiler Plant shall provide maximum Interval Part Load Value (IPLV) efficiency throughout the entire heating season.

Substitutions shall be considered on their ability to fit the design documents without substantial modification or redesign of system schematic and the ability to meet the design temperature schedule. All requests for alternate consideration shall require a full set of plans indicating details, locations, sizing, integration into existing mechanical room and control sequence for engineers review. All boiler manufacturers shall have a minimum of 5 years field experience and operation in similar low temperature systems for consideration.

- E. Electrical Service - Single point connection to each unit shall be 460V/3/60Hz 15 amp service. The boiler control panel shall be proprietary in design and incorporate the functions of temperature control, combustion safeguard control, message annunciation, and fault diagnostic display, on individual field replaceable circuit boards mounted within a single housing. Each boiler shall have a footprint of no more than 36" W, 89.3" D, 79.8" H with a UL Listing for zero sidewall clearance. The boiler installed weight shall not exceed 3,000 lbs. dry.
- F. Boiler piping shall be primary to the system flow, without the use of pumps or other energy consuming devices. Multiple independently fired boilers shall be installed as shown on the plans and as per the manufacturer's standard instructions. Each unit shall be valved and capable of being isolated from the system if needed. Units shall be suitable to accept system flow and temperature fluctuations at any point along the system design reset schedule without thermal shock or condensation restriction.
- G. Efficiency - System supply temperature at design conditions shall be 200F, with a 20F degree temperature differential at full design load. Boilers requiring a higher differential or not delivering equal thermal efficiency will not be considered as equal or acceptable. Each independent boiler shall be Low NOx discharge and meet the SCQAMD qualifications for clean emissions. Boiler manufacturer shall supply certificate of approval with boiler submissions for engineers review and verification.

Boiler shall be supplied with confirmed thermal efficiency performance profile by a third party national testing agency, such as UL or CSA. Boiler manufacturer shall supply partial and full load efficiency performance at various return water temperatures and various input firing. A single test point shall not be considered equal.

- H. Boiler Construction – Each boiler shall be of natural gas fired, condensing fire tube design with a modulating power burner and positive pressure discharge. Boilers shall be ANSI Class IV.
- I. Modulating Air/Fuel Valve and Burner: The boiler burner shall be capable of a 15 to 1 turndown ratio of the firing rate without loss of combustion efficiency or staging of gas valves. The burner shall be fibre mesh design, with spark ignition and flame rectification. All burner material exposed to the combustion zone shall be of stainless steel construction.

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There shall be no moving parts within the burner itself. A modulating air/fuel, valve shall meter the air and natural gas input. The modulating motor must be linked to both the gas valve body and air valve body with a single linkage. The linkage shall not require any field adjustment.

- J. Pressure Vessel/Heat Exchanger The boiler shall be capable of handling return water temperatures down to 40 F without any failure due to thermal shock or fireside condensation. The heat exchanger shall be ASME stamped for a working pressure not less than 150 psig. The pressure vessel shall have a maximum water volume of 110 gallons. The boiler water pressure drop shall not exceed 4.0psig at 500gpm. The boiler water connections shall be 6" flanged 150 lb. ANSI rated. The pressure vessel is to be constructed of SA53 carbon steel, with a 0.25 in. thick wall and 0.50 in. thick upper head. Inspection openings in the pressure vessel shall be in accordance with ASME Section IV pressure vessel code.

The boiler shall be designed so that the thermal efficiency increases as the boiler firing rate decreases. The heat exchanger shall be constructed of 316L stainless steel fire tubes and tube sheets with a one-pass combustion gas flow design. The fire tubes shall be 5/8 in. OD with no less than 0.065 in. wall thickness. The upper and lower stainless steel tubesheet shall be no less than 0.313 in. thick. The pressure vessel/heat exchanger shall be welded construction. Access to the tubesheets and heat exchanger shall be available by burner and exhaust manifold removal. Minimum access opening shall be no less than 13.5 in. diameter.

Exchanger shall incorporate a fire tube design that will be self-supporting, baffle free, and warranted to withstand thermal shock under any flow condition primary to the main heating system. Both primary and secondary heat exchangers shall be ASME stamped for a working pressure not less than 150 psig. Unit shall have an ASME approved relief valve with a setting of 30 psig. Boiler supply and return connections shall not be less than 4" flanged to accommodate water flow through each boiler.

- K. Exhaust manifold shall be of cast aluminum, with an 6" diameter flue connection. Exhaust manifold shall have a gravity drain for the elimination of condensation with cast aluminum float style trap. Contractor shall be responsible for piping all boiler relief discharges and boiler condensate drains into a suitable removal header. Individual connections shall be indirect to allow gravity flow to drain point.
- L. Boiler plant piping shall be field constructed of materials as specified. Each boiler shall have individual isolating shutoff valves for service and maintenance. Each boiler shall require a minimum gas pressure of 4-10" W.C. (FM gas train) at 5,000 scfh. Gas vents shall be run outdoors.
- M. ASME Safety Controls Each boiler shall incorporate an electric probe type low water cutoff, automatic reset high limit, and a manual reset high limit safety device in accordance with ASME Section IV and CSD-1. Remote fault alarm contacts, sensor failure detection, and auxiliary contacts shall be standard equipment.
- N. Boiler Controls: The boiler integral control system shall be segregated into three components: "C-More" Control Panel, Power Box, and Input/Output Connection Box. The entire system shall be Underwriters Laboratories Recognized. The "C-More" control panel

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shall consist of 6 individual circuit boards utilizing state-of-the-art surface-mount technology in a single enclosure. These circuit boards shall be defined as follows:

Display board incorporating LED display to read temperature

LCD display module for all message annunciation

CPU board which houses all control functions

Electric low water cutoff board with test and manual reset functions

Power supply board

Ignition /Stepper board incorporating flame safeguard control

Each board shall be individually field replaceable. The combustion safeguard/flame monitoring system shall utilize spark ignition and a rectification type flame sensor. The control panel hardware shall support both RS-232 and RS485 remote communications. The controls shall annunciate boiler & sensor status and include extensive self-diagnostic capabilities that incorporate a minimum of 8 separate status messages and 34 separate fault messages.

The "C-More" control panel shall incorporate three self-governing features designed to enhance operation in modes where it receives an external control signal by eliminating nuisance faults due to over-temperature, improper external signal or loss of external signal. These features shall be called: Setpoint High Limit, Setpoint Low Limit and Failsafe Mode. Setpoint High Limit allows for a selectable maximum boiler outlet temperature and acts as temperature limiting governor. It is a PID function that automatically limits firing rate to maintain outlet temperature within a 0 to10 degree selectable band from the desired maximum boiler outlet temperature. Setpoint Low Limit allows for a selectable minimum operating temperature. Failsafe Mode allows the boiler to switch its mode to operate from an internal setpoint if its external control signal is lost, rather than shut off. This is a selectable mode; hence the control can be set to shut off the unit upon loss of external signal if so desired.

The boiler control system shall incorporate the following additional features for enhanced external system interface: system start temperature feature; pump delay timer; auxiliary start delay timer; auxiliary temperature sensor; mA output feature which allows for simple monitoring of temperature setpoint, outlet temperature, or fire rate; remote interlock circuit; delayed interlock circuit; and fault relay for simple remote fault alarm.

Each boiler shall utilize an electric single seated safety shutoff valve with proof of closure switch in its gas train and incorporate dual over-temperature protection with manual reset in accordance with ASME Section IV and CSD-1.

- O. Temperature Control Mode - Boiler shall include direct drive integral factory wired operating controls to control all operation and energy input of the boiler. The controller shall have the ability to vary boiler input throughout its full range to maximize the condensing capability of the boiler without header temperature swings.

The boiler will operate to vary the boiler firing rate linearly as an externally applied 4ma to 20ma signal is supplied. Unit shall operate with an inverse Efficiency Curve, with known Part Load Value Efficiencies. Maximum efficiency shall be achieved at minimum firing input. The boiler shall have LCD display for monitoring of all sensors and interlocks.

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- P. Boiler Management System - Boiler manufacturer shall supply as part of boiler package a completely integrated AERCO Boiler Management System Model 168 to control all operation and energy input of the multiple boiler plant. The system shall be comprised of a microprocessor based control utilizing pulse width modulation for bumpless transfer of header temperature and sequential firing.

The controller shall have the ability to vary each individual module input throughout its full range to maximize the condensing capability of the module and the entire plant without header temperature swings. The controller shall be PID type for accurate temperature control with excellent frequency response. BMS shall provide contact closure for automatic adjustable heat start circuit for plant activation and have contact closure for auxiliary equipment such as pumps and combustion air dampers.

The BMS will operate on an adjustable inverse ratio in response to outdoor temperature to control the main header temperature outlet to +/- 2F. Units shall operate with an Inverse Efficiency Curve, with known Part Load Value Efficiencies. Maximum efficiency shall be achieved at minimum firing input. Control setpoints and ratio shall be fully field adjustable from 0.3 to 3.0 in operation. The controller shall have LCD display for monitoring of all sensors and interlocks. Non-volatile backup of all control setpoints shall be internally provided as standard with a communication interface for monitoring by building management computer. Control will automatically balance operating time on each module by a first on-first off mode and provide for setback and remote alarm contacts.

Boiler Model 168 shall interface with the Building Management System through a RS232 wiring port and Modbus communication. Communication shall be a two way monitoring and read/write registers as detailed in control specification. Connection between central BMS system and individual modules shall be through RS-485 connection port with daisy chained field wiring. All low voltage wiring shall be twisted pair low voltage field wiring to CMore control box terminal strips. All programming and hardware necessary to communicate both BAS system shall be supplied and provided by ATC contractor.

- Q. Exhaust Venting and Combustion Air - All aspects of installation of Boiler Plant shall be in strict accordance with manufacturer's instructions. Contractor shall submit on a complete exhaust venting system for the boiler plant as shown on the plans. Materials shall conform to all manufacturers' recommendations and shall be constructed of AL-29-4C Stainless Steel Positive Pressure U/L 1738 Listed Vent System. Venting shall be the responsibility of the installing Contractor.

Combustion air shall be fitted with field supplied materials as shown on the plans. Ducted combustion air shall be sized in accordance with the boiler manufacturers' instructions. Contractor shall coordinate with all other trades before installing supply and discharge vent piping.

- R. Spares - A spare set of ignitors and flame detectors shall be supplied for each boiler. Spares shall be turned over to the West Hartford Public Schools's representative during building commissioning. Any other planned maintenance consumables or special tools required must be included in each spare set.
- S. Warranty - The water pressure vessel of boiler shall carry an unconditional 10 year warranty against leakage due to defective materials or workmanship. Manufacturer shall specifically

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warrantee heat exchanger from corrosion due to low temperature operation. The heat exchanger tubes/combustion chamber assembly shall be warranted against failure due to thermal stress failure or internal corrosion for a ten year period. A Warranty Certificate must be issued to the West Hartford Public Schools from the manufacturer and a copy of warranty be submitted for engineers approval.

- T. Field Services - Contractor shall provide the services of a local factory authorized representative to supervise all phases of equipment startup. A letter of compliance with all factory recommendations and installation instructions shall be submitted to the engineer with operation and maintenance instructions.

Contractor shall provide the services of a licensed combustion technician to field adjust all boilers at full and partial load as recommended by the manufacturer. Combustion readings shall be recorded and included in the West Hartford Public Schools's final documentation on the boiler plant

PART 3 -EXECUTION

3.1 INSTALLATION:

- A. Furnish and install the hot water piping as shown on plans and required for a complete installation. Furnish and install all control valves, flow valves, air vents, gate valves and/or balancing valves and drain valves.
- B. Provide hot water shutoff valves and combination shutoff and balancing cock for all equipment, hose cocks and drain valves at all low points. Provide air vents on all air handling equipment where they are required for proper operation of the system. Furnish and install balancing cocks on return flow of each and air handling unit.
- C. All piping work shall be installed with proper provision to allow for expansion and contraction of lines so as to prevent any undue strains on pipe and fittings, any trapping of lines or lifting or dislocating of any appliances.

Rectify without cost to the West Hartford Public Schools any conditions of noisy circulation due to trapped or air bound lines, including the expense of cutting and repairing of the building structure incident to making such alterations.

- F. Install the work to conform to space conditions and the work of other trades. The drawings indicate generally the runs and sizes of piping and, although the size must not be decreased, nor the drawings deviated from, except as unforeseen space conditions may require, the right is reversed to make minor changes in the arrangement of the work to meet conditions arising during construction.

3.2 TESTING:

- A. All flow piping shall be tested and made tight.
- B. All piping, including hot water piping, shall be tested and made tight at 100 psi or 50 psi above the Town pressure before any piping is concealed or approved.

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- C. After the system is thoroughly cleaned, it shall be put into operation by this Contractor. All parts of the system shall be thoroughly tested and this Contractor shall carefully instruct the West Hartford Public Schools's authorized representative as to the proper operation and are of the entire system.
- D. All low pressure piping shall be tested and made tight at 100 lbs. per square inch hydrostatic pressure before any piping is concealed or covered.

3.3 BALANCING AND VENTING OF HOT WATER SYSTEM:

- A. Contractor shall provide all labor and materials as required to assist the Balancing Contractor in proper balancing of the water systems. Contractor shall return to the job and shall make necessary adjustments and corrections to the systems as required by the Balancing Contractor in order to achieve satisfactory system performance in accordance with design parameters.
- B. Contractor shall carefully vent the system when filling same and return to the job during the eighteen months guarantee period as required to assure the West Hartford Public Schools of a proper operating system.
- C. System shall be slowly filled with cold water to purge air and shall maintain 4 psig on a gauge located conveniently near the top of the system.

END OF SECTION 23 50 00

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SECTION 23 51 33 - BREECHINGS, CHIMNEY, AND STACKS FOR CONDENSING APPLIANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Venting for the removal of products of combustion for Category II, III, IV gas burning appliances

1.3 REFERENCES

- A. Underwriters Laboratories (UL):
 - 1. UL1738
- B. National Fire Protection Association (NFPA):
 - 1. NFPA 54 – National Fuel Gas Code

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 54
- B. Must install duct in accordance to manufacturer's listings and installation instructions.
- C. Components coming in contact with the products of combustion shall carry the appropriate UL or cUL listing, mark or label.

1.5 WARRANTY

- A. Condensing Appliance vent listed to UL1738 shall have a limited lifetime warranty to begin at the date of installation. Any portion of the vent repaired or replaced under warranty shall be warranted for the remainder of the original warranty period.

PART 2- PRODUCTS

2.1 AVAILABLE MANUFACTURERS

- A. Listed Double-Wall vent for condensing appliances, as manufactured by Metal-Fab, Inc.

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2.2 LISTED VENTING FOR CONDENSING APPLIANCES

- A. The condensing appliance vent shall be double-wall for use with Category II natural draft appliances and Category III or IV positive pressure appliances.
- B. Maximum temperature shall not exceed 550° F (288° C).
- C. Vent shall be listed for an internal static pressure of 6" w.g. and tested to 15" w.g. for diameters 6-36 inches and 10" w.g. for diameters 3-5.
- D. Vent shall be constructed of a material tested to UL1738, .015 thickness for 3"-12" diameters, .024 thickness for 14" to 24" diameters, and .035 thickness for 26" to 36" diameters.
- E. Outer casing shall be constructed of aluminized steel, type 430, 304, 316 stainless steel of .018 thickness for 3"to 12" diameters, .024 thickness for 14" to 24" diameters, and .035 thickness for 26" to 36" diameters.

PART 3 - EXECUTION

3.1 STORAGE AND CONSTRUCTION

- A. Protect materials from accidental damage.
- B. All supports, roof or wall penetrations, terminations, appliance connectors and drain fittings required to install the vent system shall be included.
- C. Joint assembly utilizes flanged mating surfaces with a factory supplied gaskets for diameters 6" through 24", for diameters 26" to 36" P070 sealant will be used on the flange surface. Flanges are joined with a vee band secured by tightening draw bolts. Diameters 3-5 inch utilize a snap-lock, gasketed connection.
- D. Where exposed to weather, the outer closure band shall be sealed to prevent moisture from entering the space between the walls.
- E. All parts exposed to the weather shall be protected by one (1) coat of corrosion and heat resistant base primer and one (1) coat of heat resistant paint unless constructed of 430, 304 or 316 stainless steel.
- F. Vent shall terminate in accordance with installation instructions and local codes.
- G. Installation shall conform to manufacturers installation instructions.

END OF SECTION 23 51 33

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SECTION 26 00 00

GENERAL ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION:

- A. Work Included: The electrical work shall consist of all labor, equipment and services required to complete, ready for correct operation, all of the work called for by the accompanying drawings and these specifications.
- B. The work shall include, but is not limited to:
 - 1. Demolition.
 - 2. Raceways and Boxes.
 - 3. Branch Circuit Wiring.
 - 4. Wiring Devices.
 - 5. Panelboards and Circuit Breakers.

1.3 SITE CONDITIONS:

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

1.4 DEMOLITION AND REMOVALS:

- A. Existing electrical systems, equipment, and wiring shall be demolished and removed as indicated on the drawings and as specified herein.
- B. The demolition drawings are an accommodation to the Contractors to show general intent of the scope of the demolition work. However, it is incumbent on the various Contractors to visit the job prior to bidding to determine the exact amount of demolition work he is responsible for. If clarification is not requested prior to bidding on any item, it is assumed the scope is understood and all required demolition work will be performed whether or not same is shown on the drawings.

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- C. Any asbestos removal work required shall be done under a separate contract.
- D. Disconnect, remove, and/or relocate existing electrical work as noted on the plans, as required for the performance of the work of this contract, and as required for coordination of the work between trades.
- E. Remove all demolition material from the job site unless the owner requests to retain any such material for his own use. Any material that is requested by the Owner to be retained shall be delivered to the Owner's designated storage area on site.

1.5 DEFINITIONS:

- A. **Furnish:** The word "furnish" is used to mean "supply and deliver the referenced item to the project site, ready for unloading, unpacking, assembly, and installation".
- B. **Install:** The word "install" is used to describe operations at the project site involving the referenced item including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations".
- C. **Normally Occupied:** The words "normally occupied" are used to mean "all rooms within a building except for crawlspaces, underground tunnels, attic spaces, mechanical rooms, telephone rooms, data distribution rooms, and electrical rooms".
- D. **Or Approved Equal:** The words "or approved equal" are used to mean "any product which in the opinion of the Engineer is essentially equal in quality, size, arrangement, appearance, construction, and performance to that product specified or shown on the drawings".
- E. **Provide:** The word "provide" means "to furnish and install the referenced item, complete and ready for the intended use".
- F. **Remove:** The word "remove" means "to disconnect from its present position, remove from the project site, and to dispose of in a legal manner".

1.6 QUALITY ASSURANCE:

- A. **Codes and Standards**
 - 1. All work under this section shall comply with the applicable requirements of the National Electrical Code, local electrical and other codes, laws, regulations and standards including those of all state authorities. Where references are made in laws codes regulation and standards, these documents, including the latest revisions and amendments in effect as of the date of bid opening, shall form part of these specifications. Upon completion of the work, the contractor shall furnish Certificates of Approval from the local inspection authorities having jurisdiction for approving materials, equipment, installation pertaining to the electrical work as may be required by the local and/or state authority for the issuance of a permanent Certificate of Occupancy. All expenses arising from the procurement of these Certifications shall be paid by the contractor and shall be included in the lump sum contract price.

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2. Codes enforced at time at time of bidding include: 2018 Connecticut State Building Code, 2015 IBC, 2018 Connecticut Fire Safety Code, 2017 National Electrical Code, ICC/ANSI A117.1-2009, Accessible and Usable Buildings and Facilities, ADA, and 2015 International Energy Conservation Code (IECC).

B. Submittals

1. The contractor shall submit for approval a complete list of materials, fixtures and equipment to be incorporated in the work. The list shall include manufacturer's names and catalog numbers, descriptive data, manufacturer's ratings and application recommendations, cuts, diagrams, performance curves and such other information as may be required by the West Hartford Public Schools to judge compliance with the requirements of the contract and suitability to the application. Items on the list shall be clearly identified as to proposed application. Approval of materials and equipment will be based on manufacturer's published ratings. Submittal procedures shall be in accordance with Division I of these specifications.
2. When directed by the West Hartford Public Schools, the contractor shall submit in approved form for record, a Certificate of Compliance with a cited code or standard for the designated materials and equipment; such certificates may be accepted in lieu of samples. Any materials or equipment submitted for approval, which are not in accordance with the specification requirements may be rejected.
3. As part of the coordination work required of the contractor, installation drawings shall be prepared by the contractor as necessary. It is intended that these drawings be used to coordinate the work of the various trades and to clarify details of proposed assembly, erection and installation. Installation drawings shall be prepared when indicated in these specifications or on the electrical drawings, or when directed by the West Hartford Public Schools for comment or approval when an installation condition or problem arises which the contractor wishes the West Hartford Public Schools to review. All installation drawings submitted for review will be considered and treated as shop drawings and the requirements pertaining to shop drawings shall govern.

C. Equipment alternates, substitutions, and deviations:

1. Wherever more than one manufacturer is mentioned in the specifications or on the drawings, any of those named shall be considered equally acceptable to that on upon which design was based, and providing all aspects of the specification are met insofar as quality, construction, performance, space requirements, noise levels and special accessories or materials, any of those named may be included in Contractor's bid.
2. Bidders wishing to obtain approval on brands other than those specified by name shall submit their request to the Engineer not less than ten (10) business days before the date fixed for opening of bids. Approval by the Engineer will be in the form of an Addendum to the specifications issued to all prospective bidders, indicating that the additional brand or brands are approved as equal to those specified so far as the requirements of the project are concerned.

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3. Wherever a single manufacturer is used in the specifications or on the drawings and is followed by the words "or approved equal" the Contractor must use the item named or he may apply for an alternate equipment deviation.
 4. Alternate equipment to that specified or shown on the drawings, as proposed to be provided by the contractor, must be essentially equal in quality, size, construction, and performance to that item specified or shown on the drawings.
 5. Submittals for alternate equipment shall list all deviations and differences from the specified equipment. Failure to submit this list will result in rejection of the submittal.

Any deviations and differences not listed but discovered after installation shall be rectified as directed by the Engineer at the Contractor's cost.
 6. Furnish samples of alternate equipment proposed to be provided when so requested by the Engineer.
 7. Where the Contractor proposes to use an item of equipment which differs from that upon which design was based, which requires any redesign of the structure, partitions, foundations, piping, wiring or of any other part of Mechanical, Electrical Layout, all such redesign, new drawings or detailing required shall be prepared by Contractor at his own expense for approval of the Engineer.
 8. Where approved substitutions or deviations require a different quantity, size or arrangement of structural supports, wiring, conduit, piping, ductwork, and equipment from that upon which the design was based, all additional items required by the systems shall, with the approval of the Engineer, be furnished by Contractor at no additional cost to West Hartford Public Schools.
- D. Allow sufficient time so that the delivery and installation of equipment will not be delayed as a result of the time required to review, process and transmit submittals, including resubmittals. Failure by the Contractor to transmit submittals to the Engineer in ample time for review and processing shall not entitle him to an extension of the Contract Time and no claim for an extension of time by reason of such default will be allowed.
- E. Submittals, shop drawings, and samples will be reviewed with reasonable promptness and will be stamped indicating appropriate action as follows:
1. "No Exceptions Taken" means that fabrication, manufacture, or construction may proceed providing submittal complies with contract documents.
 2. "Amend as Noted" means that fabrication, manufacture, or construction may proceed, providing the submittal complies with Engineer's notations and contract documents.
 3. "Resubmit" means that submittal, or equipment proposed to be provided, does not comply fully with the contract documents and that fabrication, manufacture, or construction shall not proceed. Resubmit in accordance with the Engineer's notations and contract documents.
 4. "Rejected" means that submittal does not comply with contract documents, or that equipment proposed to be provided does not comply with the specified requirements or is not equal or better in quality and performance than that item specified. Fabrication,

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manufacture, or construction shall not proceed. Resubmit in accordance with the contract documents and specified requirements.

F. If material or equipment is installed prior to review, or without review, it shall be removed and replaced at no extra charge to the West Hartford Public Schools if, in the opinion of the Engineer, the material or equipment is not in compliance with the Contract Documents.

G. Record Drawings

1. The contractor shall maintain an accurate record of all deviations in work as actually installed from work as indicated. This record shall be kept current and shall be kept available at the site for inspection. Upon completion of the work, and before final payment is authorized, marked prints with signed certifications of accuracy shall be delivered to the engineer.

H. Manuals

1. The contractor shall furnish to the West Hartford Public Schools operating and maintenance instructions for each piece of equipment and each device.

2. The instructions shall provide detailed descriptions of the operation and maintenance of the equipment or device and shall include manufacturer's literature, detailed wiring diagrams, device internal wiring diagrams, characteristics curves and graphs, data sheets and descriptive literature. The instructions shall be furnished to the West Hartford Public Schools 30 days prior to the completion of the building work.

I. Product Handling

1. All work, materials and equipment, whether incorporated into the building or not, shall be protected from damage due to moisture, dirt, plaster, concrete, or from carelessness.

2. All material and equipment which is damaged, including installed work, shall be repaired or replaced to the satisfaction of the West Hartford Public Schools.

3. After work is complete, all equipment, including switchboards, transformers, panelboards, lighting fixtures and lamps, shall be cleaned of all construction dirt.

1.7 INTENT OF SPECIFICATIONS:

A. It is the intent of these Specifications that each subcontractor or equipment supplier shall furnish all equipment complete with all motors, drives and magnetic starters throughout for all equipment furnished under these specifications. The above shall also apply to any additions to this Contract, either as covered by and Addenda or Change Orders.

B. The Electrical Contractor shall provide overload and short circuit protection for all motors unless provided by equipment supplier for packaged type equipment.

1.8 GUARANTEE FOR EQUIPMENT AND SYSTEMS:

A. Refer to Specifications.

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- B. The entire Electrical System included under this Section of the Specifications shall be guaranteed by this Contractor against original defects of equipment and workmanship for a period of 12 months from date of acceptance, unless otherwise specified.

1.9 CUTTING AND PATCHING:

- A. Cutting and patching for all electrical work inside building shall be done in accordance with Division 1.

1.10 SLEEVES AND OPENINGS:

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

1.11 ACCESS PANELS:

- A. Provide access panels to make all junction and pull boxes accessible as required by The National Electrical Code.

1.12 PAINTING:

- A. All painting of electrical work will be done in accordance with Division 9 unless otherwise specified.

1.13 RUBBISH AND CLEANING:

- A. This Contractor shall be responsible for removal of all rubbish and trash created by the installation of the electrical systems and equipment from the job site. Contractor shall sweep clean all areas.

1.14 INSTRUCTIONS:

- A. The Superintendent of the electrical work for this particular project shall spend all necessary time required to instruct the custodians of the building, together with representatives from the Maintenance Department, in the installation including all special controls and devices installed or connected under this contract.

1.15 POWER SHUTDOWNS:

- A. Any power shutdown required for the completion of the electrical work shall be scheduled with the West Hartford Public Schools at least ten working days in advance and shall be done at West Hartford Public Schools convenience.

1.16 SEISMIC:

- A. Provide seismic restraining devices on all required items of electrical equipment in accordance with the 2018 Connecticut Building Code.

END OF SECTION 26 00 00

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SECTION 26 05 00

BASIC ELECTRICAL MATERIALS & METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The Bidding Requirements, Contract Forms and Conditions of the Contract, including General Conditions of the Contract for Construction, and Division 1 - General Requirements, apply to the work specified in this Section.
- B. Section 260000, General Electrical, shall also govern the work under this Section.
- C. This Section includes requirements that are binding on other Sections of Division 26.

1.2 SCOPE:

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

1.3 QUALITY ASSURANCE:

- A. Refer to Section 260000.

1.4 SUBMITTALS:

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

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PART 2 - PRODUCTS

2.1 GENERAL:

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

2.2 TEMPORARY FACILITIES:

- A. Refer to the requirements of Division 1 regarding temporary facilities.
- B. Scaffolding and other temporary construction shall be rigidly built in accordance with Local and State requirements. Remove from premises upon completion of work.
- C. Provide temporary construction required for electrical work as directed by the West Hartford Public Schools.

2.3 RACEWAYS:

- A. Electrical Metallic Tubing:
 - 1. Shall be manufactured from high grade mild strip steel, shall be hot dipped galvanized, and shall be chromated and lacquered to form additional protective layer. EMT conduit shall conform to UL 797 and ANSI C80.3 and shall be as manufactured by Allied Tube and Conduit, or approved equal.
 - 2. Connectors and couplings shall be galvanized steel set screw type. Provide gland compression type couplings and connectors for exposed work in wet locations.
 - 3. Shall be used for all branch circuit wiring.
- B. Flexible Steel Conduit:
 - 1. Shall be manufactured from high grade strip steel and shall be hot dipped in a molten zinc bath. The steel strip shall be formed into interlocking convolutions that are continuously joined, metal to metal, assuring continuous grounding contact. Flexible steel conduit shall be UL listed and shall be as manufactured by AFC Cable Systems, or approved equal.
 - 2. May be used in short lengths where EMT cannot be installed due to interferences and obstacles.
 - 3. Provide for final connections to motor driven equipment or where subject to vibration.
- C. Liquid tight Flexible Steel Conduit:
 - 1. Shall be similar to flexible steel conduit, but with pressure-extruded moisture and oil-proof outer jacket of gray polyvinyl chloride plastic. Liquid tight flexible steel conduit

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shall be UL listed (UL 360) and shall be as manufactured by AFC Cable Systems, or approved equal.

2. Fittings, couplings and connectors shall be hot dipped galvanized and threaded, liquid tight type.
3. Provide where located outdoors or in damp or wet areas for final connections to motor driven equipment or where subject to vibration.

2.4 IDENTIFICATION:

- A. Identify all junction boxes and pull boxes installed above ceilings and in unfinished spaces with branch circuit designations. Identification shall be done with black felt tip permanent marker in a neat and readily legible manner.

2.5 SAFETY SWITCHES:

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

2.6 CONDUCTORS:

- A. All conductors shall be copper rated 600 volts, 90 deg. C., wet and dry locations, Type THHW-2. Conductors shall be provided in Cerro Wire, General cable, or Republic Wire manufacture.
- B. Grounding electrode conductors and bonding conductors shall be soft drawn copper, ASTM B3 solid bare copper for sizes smaller than #8AWG, ASTM B8 stranded bare copper for sizes #8AWG and larger.
- C. Minimum gauge conductors for power and lighting shall be #12 AWG. Increase to #10 AWG for runs exceeding 75'-0", and #8AWG for runs exceeding 150'-0".
- D. Wire Size #8 AWG and larger shall be stranded. Wire of size smaller than #8 AWG shall be solid.

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- E. Wire and cable conductors shall be soft drawn copper with conductivity of not less than 98 percent of ANSI Standard for annealed copper. Aluminum conductors shall not be used.

2.7 OUTLET, JUNCTION AND PULL BOXES:

- A. Provide outlet boxes as required for a complete installation.
- B. Outlet boxes shall be code gauge galvanized steel and shall be of shapes and sizes to suit their respective locations and installations, and shall be provided with covers to suite their function and installation. Outlet boxes shall be equipped with fixture stud or straps where required.
- C. The minimum box size for all wall outlet boxes shall be nominal 4” square x 2 1/8” deep (2-gang). Provide larger size outlet boxes, or gangable type boxes where required for the installation.
- D. For exposed work, provide drawn-type boxes with galvanized steel crushed corner exposed work covers. Provide cast boxes for work exposed to wet locations and where called for on the drawings.
- E. For above ground pull boxes, provide galvanized code-gauge sheet steel units with screwed on covers, of size and shape required to accommodate wires without crowding, and to suit the location. Provide pull boxes as specified herein, as required for job conditions, and as follows:
 - 1. Indoors: NEMA Type 1.
 - 2. Outdoors or Damp or Wet Locations: NEMA Type 3R.
 - 3. Hosedown and Splashing Water Locations: NEMA Type 4.
- F. Wireways shall be code gauge galvanized steel, manufactured standard sections and fittings, with hinged and/or screw covers, indoors NEMA Type 1/Outdoors NEMA Type 3R. Wireways shall be sized to code conductor fill requirements and shall be provided as required for job conditions.

2.8 WIRING DEVICES:

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

	<u>20 AMP</u>	<u>30 AMP</u>
Single Pole	#HBL1221	#HBL3031
Two Pole	#HBL1222	#HBL3032
Three way	#HBL1223	#HBL3033
Four way	#HBL1224	-

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

	<u>20 AMP</u>	<u>30 AMP</u>
Lighted Toggle	#HBL1221ILC	-
Single Pole Pilot Light	#HBL1221PL	#HBL3031PL
Two Pole Pilot Light	#HBL1222PL	#HBL3032PL
Three Way Pilot Light	#HBL1223PL	-

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

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

- C. Provide the boiler emergency off switch with red cover plate where called for on the drawings.

- D. Receptacles:

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

Single Receptacle #HBL5361
 Duplex Receptacle #HBL5362WR

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

Duplex GFCI Receptacle #GFR5362SG

2.9 PANELBOARDS:

- A. Panelboards shall be furnished in Eaton manufacture (Cutler-Hammer) or equal in Square D or Siemens manufacture, AIC ratings as noted in the panel schedules.
- B. Panelboards shall be equipped with the following features:

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1. Bolt-on circuit breakers.
 2. Symmetrical interiors.
 3. Surface or flush trim as called for in schedule, door-in-door type.
 4. Flush key catch lock.
 5. Painted finish, ANSI-61 gray.
 6. Metal frame/plastic cover index card holder.
 7. Separate equipment ground bus.
 8. Fast latch trim and jacking screw adjustment.
 9. Split neutral.
 10. Connection accessible from front.
 11. 1000 amps per square inch density rated silver-plated copper busses.
 12. Copper ground bar.
 13. Black face/white core engraved nameplate fixed to panel w/ two screws or rivets.
- C. Indexing and Identification: After installations are complete, provide and mount under sturdy transparent shield in the directory frame of each panel door a neat, accurate and carefully typed directory properly identifying the lighting, receptacles, outlets, equipment and rooms which each branch circuit breaker controls.
- D. All circuit breakers feeding mechanical equipment shall be 'HACR' rated.
- E. Circuit breakers 200 amps and larger shall be equipped with solid state trip units.

2.10 CIRCUIT BREAKERS:

- A. Circuit breakers shall be bolt-on type with short circuit interrupting rating as indicated in panel schedule. Circuit breakers shall be fully rated.
- B. Circuit breakers shall be provided with AL/Cu lugs (cable connectors).
- C. Circuit breakers serving motorized equipment shall be 'HACR' rated.
- D. 20 Amp, 1-Pole circuit breakers shall be listed by the Manufacturer for use with #12AWG through #10AWG conductor sizes.
- E. Circuit breakers 200 amps and larger shall be equipped with solid state trip units.

2.11 MOTOR STARTERS AND VFD'S:

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

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

2.12 BACKBOARDS:

- A. Backboards shall be constructed of fire retardant plywood sheets 4' x 8' x 3/4".
 - 1. Paint backboards on all sides with two coats of light gray fire retardant paint prior to mounting equipment.
 - 2. Mount backboards on Unistrut channel supports.
- B. Provide backboards for mounting all interior surface mounted electrical panels, disconnect switches, VFD'S, and motor starters.

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2.13 ACCESS PANELS:

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

Access panels shall be provided in Milcor manufacture, or approved equal. Provide Milcor Type A in acoustical tile surfaces, Type K for plastered surfaces, and Type M for masonry construction.

2.14 OTHER MATERIALS:

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

PART 3 - EXECUTION

3.1 GENERAL:

- A. Unless specifically noted or shown otherwise, install all equipment and material specified herein or shown on drawings whether or not specifically itemized herein. PART 3 covers particular installation methods and requirements peculiar to certain items and classes of materials and equipment.
- B. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until satisfactory conditions are corrected.
- C. The electrical drawings are diagrammatic, but are required to be followed as closely as actual construction and work of other trades will permit. Where deviations are required to conform with actual construction and the work of the other trades, make such deviations without additional cost to the West Hartford Public Schools.
- D. Data indicated on the drawings and in these specifications are as exact as could be secured, but their absolute accuracy is not warranted. The exact locations, distances, levels and other conditions will be governed by actual construction and the drawings and specifications should be used only for guidance in such regard.
- E. Verify all measurements at the building. No extra compensation will be allowed because of differences between work shown on the drawings and actual measurements at the site of construction.
- F. Do not scale drawings. Scale indicated on drawings is for establishing reference points only. Actual field conditions shall govern all dimensions.

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G. Coordinate:

1. Coordinate as necessary with other trades to assure proper and adequate provisions in the work of those trades for interface with the work of this Section.
2. Coordinate delivery of electrical equipment to project prior to installation. Equipment stored for an extended period of time prior to installation may be subject to rejection by Engineer.
3. Coordinate the installation of electrical items with the schedule for work of other trades to prevent unnecessary delays in the total work.
4. Where electrical items are shown in conflict with locations of structural members and mechanical or other equipment, provide required supports and wiring to clear the encroachment.
5. Arrange installation to provide access to equipment for easy maintenance and repair.

3.2 INSTALLATION OF RACEWAYS AND FITTINGS:

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

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- H. Provide double locknuts on all conduits terminating in sheet metal enclosures.
- I. Provide expansion couplings for rigid metallic and non-metallic conduits where such conduits are subject to thermal expansion and contraction.
- J. Provide full wall steel flexible conduit for all conduit penetrations through fire walls. Full wall steel flexible conduit shall be 3-hour through penetration fire wall rated and shall be as manufactured by AFC Cable Systems, or approved equal.
- K. Provide necessary sleeves and chases where conduits and cables pass through floors, walls, ceilings, and roofs, and provide other necessary openings and spaces, all arranged for in proper time to prevent unnecessary cutting. Perform cutting and patching in accordance with the provisions for the original work.
- L. Provide offsets prior to entrance into outlet boxes and other electrical equipment for proper adjustment to finished building surfaces.
- M. Seal around all conduit and cable penetrations through fire rated walls and ceilings with 3M Brand CP25N/S fire barrier caulking.
- N. Carefully clean and dry all conduit before installation of conductors. Plug conduit ends to exclude dust, moisture, plaster, or mortar while building is under construction. Lubricants or cleaning agents which might have deleterious effect on conductor coverings shall not be used for drawing conductors into raceways.
- O. All wiring shall be installed in electrical metallic tubing unless otherwise specified herein or called for on the drawings.

3.3 SLEEVES:

- A. Provide EMT sleeves for each conduit and cable passing through walls, partitions, and floors.
 - 1. Set pipe sleeves in place before wall, floor, or partition is finished. Seal between sleeves and wall, partition, or floor.
 - 2. Support conduit and cable free from sleeves.
 - 3. Provide sleeves two pipe sizes larger than the conduit or cable passing through, or provide a minimum of ½" clearance.
- B. Caulk the space between sleeve and conduit or cable using 3M Brand OP25N/S fire barrier caulking.
- C. Fireproof all penetrations made in fire rated walls or floors with UL approved materials to prevent passage of fire and smoke and maintain original fire rating of floors or walls.

3.4 CONDUCTOR INSTALLATION:

- A. General:
 - 1. The interior of all conduits shall be cleared of burrs, moisture, dirt and obstructions before wires are pulled.

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2. Lubricant for pulling wires shall be inert to cable and conduit, shall not in any way restrict ease of pulling through conduit with passage of time, and shall be special lubricant designed specifically for cable pulling and shall be chemically compatible with cable.

B. Color Coding:

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

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

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

C. Minimum Conductor Sizes:

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

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

E. Neutral Conductors:

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

- F. Provide each circuit with a dedicated ground wire. Use #12 minimum size.

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

- H. Branch circuit wiring and arrangement of home runs have been designed for maximum economy consistent with adequate sizing for voltage drops, circuit ampacities and other considerations.

1. Install the wiring with circuits arranged as shown on the drawings, except as otherwise approved in advance by the Engineer.
2. Do not make changes and rearrange circuits without prior approval.
3. If more than 3 current carrying conductors are installed in one conduit they shall be derated in accordance with the National Electric Code.

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4. Do not install more than three 30 Amp single phase or four 20 Amp single phase circuits in the same conduit. Do not run emergency and normal power wiring in the same conduit.

I. Splices and Connections:

1. Makes splices electrically and mechanically secure with pressure-type connectors.
 - a. For wires size #8AWG and smaller, provide solderless, screw-on connectors, "Scotch-Lock" or equal, 600V rating, of size and type to manufacturer's recommendation, with temperature ratings equal to the conductor insulation.
 - b. Make splices and terminations to conductors #6AWG and larger with corrosion-resistant, high conductivity, pressure indent, hex screw or bolt clamp connectors, with or without tongues, designed specifically for intended service.
2. Insulate splices with a minimum of two layers of scotch brand No. 33 vinyl-plastic electrical tape where insulation is required.\
3. Tape joints as required with rubber tape 1 ½ times the thickness of the conductor insulation, then cover with the vinyl-plastic electrical tape specified above.
4. Provide high conductivity copper alloy bolt-on lugs with pressure plate and socket set screw or hex head screw to attach wire and cable to disconnect switches, transformers, and other electrical equipment as required.

3.5 OUTLET BOXES:

- A. All outlet boxes in finished areas shall be concealed from view above hung ceilings or recessed (flush) in walls and floors. Outlet boxes may only be exposed to view or surface mount type in mechanical and electrical rooms, or for feeding items overhead in rooms without ceilings.
- B. Install outlet boxes at uniform heights and straight and true with reference to walls, floors, ceilings and casework.
- C. Provide knockout plugs in boxes with unused openings.
- D. Secure all outlet boxes to building structure with metal straps, rods, or bolts independently of entering conduits or cables.
- E. Provide bar hanger outlets in hollow framed partitions with bar hanger secured to partition studs with self-threading screws, or drill through hangers with Caddy or equal clips.
- F. Provide horizontal separation for outlet boxes mounted on opposite sides of common wall. Back to back or thru-wall boxes will not be permitted.

3.6 PULL BOXES AND JUNCTION BOXES:

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

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3.7 MOTOR POWER AND CONTROL WIRING:

- A. Contractor shall provide and be responsible for the complete power wiring of all motors and motorized equipment.
- B. Furnish proper overload and short circuit protection for all new motors. Provide a combination thermal overload and disconnect for switch all equipment using fractional horsepower motors.
- C. Check electrical connections and sizing of motor circuit protection and prevent damage to motor and equipment from incorrect direction of rotation.
- D. Provide mounting for motor and equipment disconnect switches adjacent to motor and supported independent of motor.
- E. Connections to miscellaneous building equipment:
 - 1. Wire to and connect to, all items of building equipment not specifically described in this Section but to which electrical power is required.
 - 2. Coordinate as necessary with other trades and suppliers to verify types, numbers and locations of equipment.

3.8 GROUNDING SYSTEM:

- A. Provide a complete grounding system which will thoroughly ground the non-current carrying metal parts of every piece of installed equipment, as described herein and as indicated on the drawings.
- B. System shall be mechanically and electrically connected to provide an independent return path to the grounding sources.
- C. Each grounding conductor shall have a minimum capacity of 25 percent of the rated capacity of the equipment it grounds, unless otherwise indicated.
- D. The minimum size of grounding conductors shall be No. 12 AWG copper. Insulation color of grounding conductors shall be green.
- E. Provide a separate green ground conductor for each branch circuit.

3.9 SPECIAL REQUIREMENTS:

- A. Wiring shall be bundle tied where passing through pull boxes, wireways, and panelboards in neat and orderly manner with plastic cable ties. Cable ties shall be Ty-Raps as manufactured by Thomas & Betts, or equal.
- B. Provide miscellaneous hardware and support accessories, including Unistrut, channels, support rods, nuts, bolts, screws, and other such items, with galvanized or cadmium plated finish, or other approved rust inhibiting coatings.

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- C. Unload electrical equipment and materials delivered to site. Pay cost for rigging, hoisting, lowering and moving electrical equipment on site, in building or on roof. During construction provide additional protection against moisture, dust accumulation and physical damage of electrical equipment. Provide temporary heaters within units, as approved to evaporate excessive moisture and provide ventilation as required.

3.10 TESTING AND INSPECTION:

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

3.13 PROJECT COMPLETION:

- A. Upon completion of the work of this Section, thoroughly clean all exposed portions of the electrical installation, removing all traces of soil, labels, grease, oil and other foreign material, and using only the type cleaner recommended by the manufacturer of the item being cleaned.
- B. Equipment with damage to painted finish shall be repaired to satisfaction of the Engineer.
- C. On the first day the facility is in operation, for at least eight hours, at a time directed by the Owner, provide a qualified foreman and crew to perform such electrical work as may be required by the Owner.
- E. Thoroughly indoctrinate the West Hartford Public School's operation and maintenance personnel in the contents of the operations and maintenance manual required to be submitted under these Specifications.

3.14 EQUIPMENT SPECIFIED:

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

END OF SECTION 26 05 00

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SECTION 26 29 23 VARIABLE FREQUENCY DRIVES FOR HVAC APPLICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 DESCRIPTION

- A. This specification is to cover a complete Variable Frequency motor Drive (VFD) consisting of a pulse width modulated (PWM) inverter designed for use on a standard NEMA Design B induction motor.
- B. The drive manufacturer shall supply the drive and all necessary controls as herein specified. The manufacturer shall have been engaged in the production of this type of equipment for a minimum of twenty years. All VFDs installed on this project shall be from the same manufacturer.

1.3 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. Institute of Electrical and Electronic Engineers (IEEE)
 - a) Standard 519-1992, IEEE Guide for Harmonic Content and Control.
 - 2. Underwriters laboratories
 - a) UL508C
 - 3. National Electrical Manufacturer's Association (NEMA)
 - a) ICS 7.0, AC Adjustable Speed Drives
 - 4. IEC 16800 Parts 1 and 2
- B. Qualifications:
 - 1. VFDs and options shall be UL listed as a complete assembly. VFDs that require the customer to supply external fuses for the VFD to be UL listed are not acceptable. VFDs with requiring additional branch circuit protection are not acceptable. The base VFD shall be UL listed for 100 KAIC without the need for input fusing.
 - 2. CE Mark – The VFD shall conform to the European Union ElectroMagnetic Compatibility directive, a requirement for CE marking. The VFD shall meet product standard EN 61800-3 for the First Environment restricted level.
 - 3. Acceptable Manufactures:
 - a) ABB ACH580 Series

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1.4 SUBMITTALS

- A. Submittals shall include the following information:
1. Outline dimensions, conduit entry locations and weight.
 2. Customer connection and power wiring diagrams.
 3. Complete technical product description include a complete list of options provided. Any portions of the specifications not complied with must be clearly indicated or the supplier and contractor shall be liable to provide all components required to meet the specification.
 4. Compliance to IEEE 519 – harmonic analysis for particular jobsite including total harmonic voltage distortion and total harmonic current distortion (TDD).
 - a) The VFD manufacturer shall provide calculations; specific to the installation, showing total harmonic voltage distortion is less than 5%. Input filters shall be sized and provided as required by the VFD manufacturer to ensure compliance with the IEEE electrical system standard 519. All VFDs shall include a minimum of 5% equivalent impedance reactors, no exceptions.

PART 2 – PRODUCTS

2.01 VARIABLE FREQUENCY DRIVES

- A. The VFD package as specified herein shall be enclosed in a UL Listed Type enclosure, (NEMA rated enclosures are not acceptable) completely assembled and tested by the manufacturer in an ISO9001 facility. The VFD tolerated voltage window shall allow the VFD to operate from a line of +30% nominal, and -35% nominal voltage as a minimum.
1. Environmental operating conditions: 0 – 40° C continuous. Altitude 0 to 3300 feet above sea level, up to 95% humidity, non-condensing. All circuit boards shall have conformal coating.
 2. Enclosure shall be rated UL type 1 and shall be UL listed as a plenum rated VFD.
- B. All VFDs shall have the following features:
1. All VFDs shall have the same customer interface, including digital display, and keypad, regardless of horsepower rating. The keypad shall be removable, capable of remote mounting and allow for uploading and downloading of parameter settings as an aid for start-up of multiple VFDs.
 2. The keypad shall include Hand-Off-Auto selections and manual speed control. There shall be fault reset and “Help” buttons on the keypad. The Help button shall include “on-line” assistance for programming and troubleshooting.
 3. There shall be a built-in time clock in the VFD keypad. The clock shall have a battery back up with 10 years minimum life span. The clock shall be used to date and time stamp faults and record operating parameters at the time of fault. If the battery fails, the VFD shall automatically revert to hours of operation since initial power up. The clock shall also be programmable to control start/stop functions, constant speeds, PID parameter sets and output relays. The VFD shall have a digital input that allows an override to the time clock

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- (when in the off mode) for a programmable time frame. There shall be four (4) separate, independent timer functions that have both weekday and weekend settings. Capacitor backup is not acceptable.
4. The VFD shall be capable of starting into a coasting load (forward or reverse) up to full speed and accelerate or decelerate to setpoint without safety tripping or component damage (flying start).
 5. The overload rating of the drive shall be 110% of its normal duty current rating for 1 minute every 10 minutes, 130% overload for 2 seconds. The minimum FLA rating shall meet or exceed the values in the NEC/UL table 430-150 for 4-pole motors.
 6. The VFD shall have 5% equivalent impedance internal reactors to reduce the harmonics to the power line and to add protection from AC line transients. The 5% equivalent impedance may be from dual (positive and negative DC bus) reactors, or 5% AC line reactors. VFDs with only one DC reactor shall add an AC line reactor.
 7. The VFD shall include a coordinated AC transient protection system consisting of 4-120 joule rated MOV's (phase to phase and phase to ground), a capacitor clamp, and 5% equivalent impedance internal reactors.
 8. The VFD shall provide a programmable proof of flow Form-C relay output (broken belt / broken coupling). The drive shall be programmable to signal this condition via a keypad warning, relay output and/or over the serial communications bus. Relay outputs shall include programmable time delays that will allow for drive acceleration from zero speed without signaling a false underload condition.
- D. All VFDs to have the following adjustments:
1. Three (3) programmable critical frequency lockout ranges to prevent the VFD from operating the load continuously at an unstable speed.
 2. Two (2) PID Setpoint controllers shall be standard in the drive, allowing pressure or flow signals to be connected to the VFD, using the microprocessor in the VFD for the closed loop control. The VFD shall have 250 ma of 24 VDC auxiliary power and be capable of loop powering a transmitter supplied by others. There shall be two parameter sets for the first PID that allow the sets to be switched via a digital input, serial communications or from the keypad for night setback, summer/winter setpoints, etc. There shall be an independent, second PID loop that can utilize the second analog input and modulate one of the analog outputs to maintain setpoint of an independent process (ie. valves, dampers, etc.). All setpoints, process variables, etc. to be accessible from the serial communication network.
 3. Two (2) programmable analog inputs shall accept current or voltage signals.
 4. Two (2) programmable analog outputs (0-20ma or 4-20 ma). The outputs may be programmed to output proportional to Frequency, Motor Speed, Output Voltage, Output Current, Motor Torque, Motor Power (kW), DC Bus voltage, Active Reference, and other data.
 5. Six (6) programmable digital inputs.
 6. Three (3) programmable digital Form-C relay outputs. The relays shall include programmable on and off delay times and adjustable hysteresis. The relays shall be rated for maximum switching current 8 amps at 24 VDC and 0.4 A at 250 VAC; Maximum voltage 300 VDC and 250 VAC; continuous current rating 2 amps RMS. Outputs shall be true Form-C type contacts; open collector outputs are not acceptable.

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7. Run permissive circuit - There shall be a run permissive circuit for damper or valve control. Regardless of the source of a run command (keypad, time-clock control, or serial communications) the VFD shall provide a dry contact closure that will signal the damper to open (VFD motor does not operate). When the damper is fully open, a normally open dry contact (end-switch) shall close. The closed end-switch is wired to a VFD digital input and allows motor operation. Two separate safety interlock inputs shall be provided. When either safety is opened, the motor shall be commanded to coast to stop, and the damper shall be commanded to close.
 8. Two independently adjustable accel and decel ramps with 1 – 1800 seconds adjustable time ramps.
 9. The VFD shall include a motor flux optimization circuit that will automatically reduce applied motor voltage to the motor to optimize energy consumption and audible motor noise.
 10. The VFD shall include a carrier frequency control circuit that reduces the carrier frequency based on actual VFD temperature that allows higher carrier frequency without derating the VFD or operating at high carrier frequency only at low speeds.
 11. The VFD shall include password protection against parameter changes.
- E. The Keypad shall include a backlit LCD display. The display shall be in complete English words for programming and fault diagnostics (LED and alpha-numeric codes are not acceptable). All VFD faults shall be displayed in English words.
- F. All applicable operating values shall be capable of being displayed in engineering (user) units. A minimum of three operating values from the list below shall be capable of being displayed at all times. The display shall be in complete English words (alpha-numeric codes are not acceptable):
- Output Frequency
 - Motor Speed (RPM, %, or Engineering units)
 - Motor Current
 - Drive Temperature
 - DC Bus Voltage
 - Output Voltage
- G. The VFD shall include a fireman's override input. Upon receipt of a contact closure from the fireman's control station, the VFD shall operate in one of two modes: 1) Operate at a programmed predetermined fixed speed or operate in a specific fireman's override PID algorithm that automatically adjusts motor speed based on override set point and feedback. The mode shall override all other inputs (analog/digital, serial communication, and all keypad commands), except customer defined safety run interlock, and force the motor to run in one of the two modes above. "Override Mode" shall be displayed on the keypad. Upon removal of the override signal, the VFD shall resume normal operation.
- H. Serial Communications
1. The VFD shall have an RS-485 port as standard. The standard protocols shall be Modbus, BACnet, Johnson Controls N2 bus, and Siemens Building Technologies FLN. Each individual drive shall have the protocol in the base

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- VFD. The use of third party gateways and multiplexers is not acceptable. All protocols shall be “certified” by the governing authority (i.e. BTL Listing for BACnet). Use of non-certified protocols is not allowed.
2. The BACnet connection shall be an RS485, MS/TP interface operating at 9.6, 19.2, 38.4, or 76.8 Kbps. The connection shall be tested by the BACnet Testing Labs (BTL) and be BTL Listed. The BACnet interface shall conform to the BACnet standard device type of 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:
 - a. Data Sharing – Read Property – B.
 - b. Data Sharing – Write Property – B.
 - c. Device Management – Dynamic Device Binding (Who-Is; I-AM).
 - d. Device Management – Dynamic Object Binding (Who-Has; I-Have).
 - e. Device Management – Communication Control – B.
 3. Serial communication capabilities shall include, but not be limited to; run-stop control, speed set adjustment, proportional/integral/derivative PID control adjustments, current limit, accel/decel time adjustments, and lock and unlock the keypad. The drive shall have the capability of allowing the DDC to monitor feedback such as process variable feedback, output speed / frequency, current (in amps), % torque, power (kW), kilowatt hours (resettable), operating hours (resettable), and drive temperature. The DDC shall also be capable of monitoring the VFD relay output status, digital input status, and all analog input and analog output values. All diagnostic warning and fault information shall be transmitted over the serial communications bus. Remote VFD fault reset shall be possible.
- I. EMI / RFI filters. All VFDs shall include EMI/RFI filters. The VFD shall comply with standard EN 61800-3 for the First Environment, restricted level with up to 100’ of motor cables. No Exceptions. Certified test lab test reports shall be provided with the submittals.
 - J. All VFDs through 60HP shall be protected from input and output power mis-wiring. The VFD shall sense this condition and display an alarm on the keypad. The VFD shall not be damaged by this condition.
 - K. OPTIONAL FEATURES – Optional features to be furnished and mounted by the drive manufacturer. All optional features shall be UL Listed by the drive manufacturer as a complete assembly and carry a UL508 label. The bypass enclosure door and VFD enclosure must be interlocked such that input power is turned off before either enclosure can be opened. The VFD and Bypass as a package shall have a UL listed short circuit rating of 100,000 amps and shall be indicated on the data label.
 1. A complete factory wired and tested bypass system consisting of an output contactor and bypass contactor, service (isolation) switch and VFD input fuses are required. Bypass designs, which have no VFD only fuses, or that incorporate fuses common to both the VFD and the bypass will not be accepted

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2. Door interlocked padlockable circuit breaker that will disconnect all input power from the drive and all internally mounted options.
- L. The following operators shall be provided:
 - a. Bypass Hand-Off-Auto
 - b. Drive mode selector and light
 - c. Bypass mode selector and light
 - d. Bypass fault reset
 - e. Bypass LDC display, 2 lines, for programming and status / fault / warning indications
1. 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.
2. The system (VFD and Bypass) tolerated voltage window shall allow the system to operate from a line of +30%, -35% nominal voltage as a minimum. The system shall incorporate circuitry that will allow the drive or bypass contactor to remain “sealed in” over this voltage tolerance at a minimum.
3. The Bypass system shall NOT depend on the VFD for bypass operation. The bypass shall be completely functional in both Hand and Automatic modes even if the VFD has been removed from the enclosure for repair / replacement.
4. Serial communications – the bypass and VFD shall be capable of being monitored and or controlled via serial communications. Provide communications protocols for ModBus; Johnson Controls N2; Siemens Building Technologies FLN (P1) and BACnet in the bypass controller.
5. BACnet Serial communication bypass capabilities shall include, but not be limited to; bypass run-stop control; the ability to force the unit to bypass; and the ability to lock and unlock the keypad. The bypass shall have the capability of allowing the DDC to monitor feedback such as, bypass current (in amps), bypass kilowatt hours (resettable), bypass operating hours (resettable), and bypass logic board temperature. The DDC shall also be capable of monitoring the bypass relays output status, and all digital input status. All bypass diagnostic warning and fault information shall be transmitted over the serial communications bus. Remote bypass fault reset shall be possible. The following additional bypass status indications and settings shall be transmitted over the serial communications bus – keypad “Hand” or “Auto” selected, and bypass selected. The DDC system shall also be able to monitor if the motor is running under load in both VFD and bypass (proof of flow) in the VFD mode over serial communications or Form-C relay output. A minimum of 40 field parameters shall be capable of being monitored in the bypass mode.
6. Run permissive circuit - there shall be a run permissive circuit for damper or valve control. Regardless of the source of a run command (keypad, time-clock control, or serial communications) the VFD and bypass shall provide a dry contact closure that will signal the damper to open (VFD motor does not operate). When the damper is fully open, a normally open dry contact (end-switch) shall close. The closed end-switch is wired to a VFD system input and allows motor operation. Two separate safety interlock inputs shall be

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- provided. When either safety is opened, the motor shall be commanded to coast to stop, and the damper shall be commanded to close.
7. The bypass control shall monitor the status of the VFD and bypass contactors and indicate when there is a welded contactor contact or open contactor coil. This failed contactor operation shall be indicated on the Bypass LCD display as well as over the serial communications protocol.
 8. The bypass control shall include a programmable time delay for bypass start and keypad indication that this time delay is in process. This will allow VAV boxes to be driven open before the motor operates at full speed in the bypass mode. The time delay shall be field programmable from 0 – 120 seconds.
 9. The bypass control shall be programmable for manual or automatic transfer to bypass. The user shall be able to select via keypad programming which drive faults will generate an automatic transfer to bypass and which faults require a manual transfer to bypass.
 10. There shall be an adjustable motor current sensing circuit for the bypass and VFD mode to provide proof of flow indication. The condition shall be indicated on the keypad display, transmitted over the building automation protocol and on a relay output contact closure.
 11. The bypass controller shall have six programmable digital inputs, and five programmable Form-C relay outputs.
 12. The relay outputs from the bypass shall be programmable for any of the following indications.
 - a. System started
 - b. System running
 - c. Bypass override enabled
 - d. Drive fault
 - e. Bypass fault
 - f. Bypass H-O-A position
 - g. Motor proof of flow (broken belt)
 - h. Overload
 - i. Bypass selected
 - j. Bypass run
 - k. System started (damper opening)
 - l. Bypass alarm
 - m. Over temperature
 13. The digital inputs for the system shall accept 24VAC or 24VDC. The bypass shall incorporate internally sourced power supply and not require an external control power source. The bypass power board shall supply 250 ma of 24 VDC for use by others to power external devices.
 14. Customer Interlock Terminal Strip – 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.
 15. The user shall be able to select the text to be displayed on the keypad when the safety opens. Example text display indications include “Firestat”, “Freezestat”, “Over pressure” and “Low pressure”. The user shall also be

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able to determine which of the four (4) safety contacts is open over the serial communications connection.

16. Class 10, 20, or 30 (selectable) electronic motor overload protection shall be included.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Installation shall be the responsibility of the mechanical contractor. The contractor shall install the drive in accordance with the requirements of the VFD manufacturer's installation manual.

3.2 START-UP

- A. Certified factory start-up shall be provided for each drive by a factory certified service center. A certified start-up form shall be filled out for each drive with a copy provided to the West Hartford Public Schools, and a copy kept on file at the manufacturer.

3.3 PRODUCT SUPPORT

- A. Factory trained application engineering and service personnel that are thoroughly familiar with the VFD products offered shall be locally available at both the specifying and installation locations. A toll free 24/365 technical support line shall be available.
- B. A computer based training CD or 8-hour professionally generated video (VCR format) shall be provided to the West Hartford Public Schools at the time of project closeout. The training shall include installation, programming and operation of the VFD, bypass and serial communication.

3.4 WARRANTY

- A. Warranty shall be 24 months from the date of certified start-up, not to exceed 30 months from the date of shipment. The warranty shall include all parts, labor, travel time and expenses.

END OF SECTION 26 29 23