ST. CROIX COUNTY GOVERNMENT CENTER ELECTRICAL UPGRADE DESIGN

PROJECT MANUAL

APRIL 2016

Karges-Faulconbridge, Inc.
Engineers

670 West County Road B
St. Paul, Minnesota 55113

651-771-0880

Project No. 15-282.00

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SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

ST. CROIX COUNTY GOVERNMENT CENTER

ELECTRICAL UPGRADE DESIGN

St. Croix County Government Center
1101 Carmichael Road
Hudson, Wisconsin 54016
Phone: 715-386-4736
Fax: 715-381-4301

Bid Date:	May 16, 2016
Bid Time:	2:00 PM
Bid Place:	Government Center County Board Room 1101 Carmichael Rd. Hudson, WI. 54016

The contractors may attend a pre-bid meeting held on May 2nd, 2016 at 10:00 am, at St. Croix County Government Center Receiving Dock, 1101 Carmichael Road, Hudson, Wisconsin. The meeting will include a walk-through of the areas in which the work will be performed.

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CERTIFICATION

ELECTRICAL ENGINEER

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SECTION 00030
ADVERTISEMENT FOR BIDS

PART 1 GENERAL

1.1 GENERAL

County of St. Croix, Wisconsin, will receive sealed bids for:

ST. CROIX COUNTY GOVERNMENT CENTER
ELECTRICAL SYSTEM UPGRADE

Notice is hereby given that bids will be received by St. Croix County until 2:00 p.m. on May 16, 2016, for installation of an electrical system upgrade at the St. Croix County Government Center, 1101 Carmichael Road, Hudson, Wisconsin 54016.

Bids shall be on the forms provided for that purpose and according to the Contract Documents prepared by Karges-Faulconbridge, Inc. (KFI) dated April 8, 2016.

The project includes installation of electrical distribution components to enhance the critical system reliability through redundancy. It will include creation of an electrical room, installation of new transformers, distribution panels and associated equipment, a transition from the existing support circuitry to the new followed by a relocation of the existing to the new electrical room.

Bidding documents, including the Bid Form, Specifications, and Drawings, will be available for download on the St. Croix County website.

Bids shall be directed to Saint Croix County c/o Monica Lucht Room 308 at the address listed above and shall be sealed and endorsed upon the outside wrapper, “BID FOR ST. CROIX COUNTY GOVERNMENT ELECTRICAL SYSTEM UPGRADE.”

A Pre-Bid Conference will be held at the site (1101 Carmichael Road, Hudson, Wisconsin, 54016) at 10:00 a.m. on May 2nd, 2016. Representatives of Owner will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Any further written questions will be due to the Engineer by May 6th, 2016 at 10:00 a.m., and Engineer will then transmit to all prospective Bidders of record such addenda as Engineer considers necessary in response to questions arising at or following the conference.

Contractors on the Project shall be required to comply with the minimum wages in effect for the State of Wisconsin.

St. Croix County reserves the right to reject any and all bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the County.

Each bidder must include in his bid a Cashier’s Check, Bid Bond, or Certified Check equal to 5% of the amount of the Bid payable to St. Croix County to ensure that contractor will proceed with the contract if his bid is chosen. Bids may not be withdrawn within sixty (60) days after the scheduled time of opening bids, without the consent of St. Croix County.

The successful bidder will be required to furnish satisfactory Material Payment Bond and Performance Bond.

END OF SECTION

SECTION 00100
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. AIA Document A701, INSTRUCTIONS TO BIDDERS, 2007 Edition, is hereby made a part of the Contract Documents, and as amended by Section 00004 – SUPPLEMENTAL TO THE INSTRUCTIONS TO BIDDERS.

B. A copy of the AIA Document A701, is available for review at the Engineers Office during normal working hours.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

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SECTION 00300
BID PROPOSAL

PART 1 GENERAL

1.1 PROPOSAL FOR CONTRACT WORK

A. Project: St. Croix County
Government Center
Electrical System Upgrade

B. Submit Proposal To:
St Croix County Facilities Department
1101 Carmichael Rd.
Hudson, WI 54016
ATTN: Monica Lucht

For:
St. Croix County Government Center Electrical System Upgrade

C. Bid Date: May 16th, 2016, at 2:00 P.M. Local time. Bids received after that time will not be accepted.

NOTE: Email or faxed Bids will not be accepted

D. Type of Bid Required: Single Lump-Sum Bids with alternates.

1.2 CONTRACTOR BID

A. The undersigned, being familiar with the local conditions affecting the cost of the Work and with the Contract Documents, hereby propose to furnish all labor and materials and equipment necessary for the complete and total construction of, and in accordance with the Contract Documents, entitled St. Croix County Government Center Electrical System Upgrade at for the stipulated lump sum of:

_____ Dollars ($_____.00)

1.3 BID SECURITY

A. Each form bid shall be accompanied by a Bid Bond, as described in Section 00620 – BONDS AND CERTIFICATES, in the amount of 5% of the total amount of bid, which is submitted as a bid security conditioned upon the bidder's entering into a contract. Failure to enter into a contract shall cause forfeiture of the bid bond as liquidated damages, not as a penalty.

1.4 ADDENDAS

A. All addendums will become part of the bid and the contract. The Contractor shall insert the number of addendums received, _____, here.

1.5 ACCEPTANCE

A. By submittal of a proposal the undersigned confirms:

1. Familiarity with local conditions affecting the cost of the Work and with the Contract Documents.

2. Propose to complete the Work as specified in the Contract Documents, or as negotiated with the Owner.

3. Owner reserves the right to reject any or all bid proposals and to waive any informalities or irregularities therein.

4. This offer shall be open to acceptance and is irrevocable for 60 days from the closing bid date.

5. A bid shall be rejected if it contains any alternations or erasure unless the alteration or erasure is crossed out and the correction thereof printed in ink or type written adjacent thereto and initialed in ink by the person signing the bid. In the event that any price used in determining the lowest responsible bid is expressed by the bidder in both written and numerical form, the written representation shall govern in all cases.

6. If this bid is accepted by the Owner within the time period stated, the undersigned will execute and deliver to the Owner, in accordance with Contract Documents:
   a. Owner/Contractor Contract: Fully executed contract as specified.
   b. Performance and Payment Bond: A satisfactory performance and Payment Bond written on acceptable forms.
   c. Insurance: Evidence of insurance with endorsements included in the manner and on the Certificate of Insurance forms specified. Insurance shall cover period from bid acceptance until final payment.

1.6 SIGNATURE

A. This proposal is submitted after careful study of the Contract Documents, Plans, Specifications and Bidding Documents and from personal knowledge of the conditions at the building Site, which knowledge was obtained from the undersigned's own sources of information and not from any official or employee of the Owner.

B. DATE: _____

C. COMPANY NAME: _____

D. BUSINESS ADDRESS: _____

_____

_____

E. TELEPHONE: NUMBER: _____

F. FAX NUMBER: _____

G. SIGNATURE _____

1.7 CONTRACTORS EXPERIANCE

A. Provide with bid proposal evidence that the Electrical contractor has a minimum of Ten (10) years of experience in the successful installation and operation of five (5) projects of a similar nature, scope and size. The total cost of each of five (5) previous projects shall be within ten percent (10%) of the amount of the bid submitted for this project. Contractors shall provide evidence of experience and previous project name, date, nature, scope and size with the bid form.

Electrical (Division 16) _____

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 00620
BONDS AND CERTIFICATES

PART 1 GENERAL

1.1 BID BOND

A. Bid security, equal to 5% of the total base bid, shall be submitted at the time of bid proposal, pledging that the Bidder will enter into a Contract with the Owner or a Subcontract with the Prime Contractor on the terms stated in the Proposal Form, and will furnish bonds as herein described. A bid bond shall be submitted in one of the following forms:
   1. Bid Bond shall be on AIA Document A310.
   2. Cashier's check, certified check or money order, made payable to the Owner.

B. Should the Bidder refuse to enter into a Contract or Subcontract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

C. The Cost of the Bond shall be included in the Contractor's bid.

D. Bid Bond must remain in effect for a minimum of sixty (60) days.

E. Bid security in the form of a bid bond will not be returned to Bidders.

F. Checks and money orders will be returned to the Bidder after the Owner and successful Bidder have executed the Contract.

1.2 PAYMENT AND PERFORMANCE BOND

A. The Contractor shall furnish to the Owner upon execution of the Contract, a Payment and Performance Bond for the amount of 100 % of the Contract Sum and issued by a surety company authorized to do business in the State of Wisconsin and as approved by the Owner.
   1. The Performance Bond shall be on AIA Document A312.
   2. The Payment Bond shall be on AIA Document A311.

B. The Bond shall allow for any additions or deletions to the Contract.

C. The Bond shall be required through the complete construction period and the first year of the warranty period following total Project Substantial Completion.

D. The Cost of the Bond shall be included in the Contractor's bid.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 00700
GENERAL CONDITIONS

PART 1 GENERAL

1.1 CONDITIONS OF THE CONTRACT

A. AIA document A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 2007 Edition, Articles 1 through 14 inclusive is hereby made a part of the Contract Documents, to the same extent as if herein written out in full and as amended by Section 00800 – SUPPLEMENTAL CONDITIONS.

B. A copy of the AIA Document A201 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 2007 Edition, is attached to this Section.

C. The above stipulated GENERAL CONDITIONS as amended by the SUPPLEMENTAL CONDITIONS apply to Work executed in each of the Specification Divisions 1 through 28.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
« »
« »

THE OWNER:
(Name, legal status and address)
« »« »
« »

THE ARCHITECT:
(Name, legal status and address)
« »« »
« »

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4 ARCHITECT

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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.

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§ 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 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.

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§ 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.

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§ 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.

§ 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.

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§ 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 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,

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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.

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§ 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

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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 party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

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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

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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.

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§ 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.

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§ 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.

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§ 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.

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§ 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

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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 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

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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 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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 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

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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.

§ 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.

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§ 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.

§ 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.

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§ 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 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.

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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.

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§ 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

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.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.

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.

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§ 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.

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§ 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

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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.

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State of Wisconsin Department of Workforce Development Equal Rights Division	**DEPARTMENTAL ORDER**

ISSUE DATE: 4/7/2016

PROJECT:

ST. CROIX COUNTY GOVERNMENT CENTER ELECTRICAL UPGRADE
HUDSON TOWN, ST. CROIX COUNTY, WI
Determination No. 201601181

PROJECT OWNER:	REQUESTER:
JIM ELSBURY, DIRECTOR OF BUILDING SERVICES ST. CROIX COUNTY 1101 CARMICHAEL ROAD HUDSON, WI 54016	JIM ELSBURY, DIRECTOR OF BUILDING SERVICES ST. CROIX COUNTY 1101 CARMICHAEL ROAD HUDSON, WI 54016
ADDITIONAL CONTACT:	**NOTE:** The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.

The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.

If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.

Enclosures

It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a **FINAL ORDER** of the department unless a timely request for an administrative review is filed with the department.

ISSUED BY:

Equal Rights Division
Labor Standards Bureau
Construction Wage Standards Section
P.O. Box 8928, Madison, WI 53708-8928
(608)266-6861

Web Site: http://dwd.wisconsin.gov/er/

PREVAILING WAGE RATE DETERMINATION
Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 4/7/2016

DETERMINATION NUMBER: 201601181

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.

PROJECT NAME: ST. CROIX COUNTY GOVERNMENT CENTER ELECTRICAL UPGRADE

PROJECT LOCATION: HUDSON TOWN, ST. CROIX COUNTY, WI

CONTRACTING AGENCY: ST. CROIX COUNTY

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm.
OVERTIME:	Time and one-half must be paid for all hours worked: - over 10 hours per day on prevailing wage projects - over 40 hours per calendar week - Saturday and Sunday - on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; - The day before if January 1, July 4 or December 25 falls on a Saturday; - The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whevenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journeyperson's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project** . A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.
(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

s. 66.0903 (11) LIABILITY AND PENALTIES.
(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.
5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
101	Acoustic Ceiling Tile Installer	32.72	16.12	48.84
102	Boilermaker Future Increase(s): Add $1.50/hr. on 01/01/2016	33.35	28.24	61.59
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add $1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.36	19.84	51.20
104	Cabinet Installer Future Increase(s): Add $1.42/hr on 6/1/2016.	33.02	17.12	50.14
105	Carpenter Future Increase(s): Add $1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add $1.42/hr on 6/1/2016.	33.02	17.12	50.14
107	Cement Finisher	15.56	17.71	33.27
108	Drywall Taper or Finisher	27.00	15.86	42.86
109	Electrician	30.59	13.44	44.03
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	24.73	19.69	44.42
112	Fire Sprinkler Fitter	37.53	18.96	56.49
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	41.30	11.69	52.99

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
115	Insulator (Batt or Blown)	23.62	11.55	35.17
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.	35.50	23.45	58.95
117	Lather	32.72	16.00	48.72
118	Line Constructor (Electrical)	40.81	20.67	61.48
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	31.12	18.69	49.81
121	Metal Building Erector	15.50	3.97	19.47
122	Millwright Future Increase(s): Add $1.47/hr on 6/1/2016.	34.79	17.17	51.96
123	Overhead Door Installer	31.93	4.23	36.16
124	Painter	27.25	12.96	40.21
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add $1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
127	Pipeline Fuser or Welder (Gas or Utility)	35.55	16.12	51.67
129	Plasterer Future Increase(s): Add $1.45 on 06/06/2016	31.36	19.84	51.20
130	Plumber	36.75	16.32	53.07
132	Refrigeration Mechanic	41.01	17.61	58.62
133	Roofer or Waterproofer	27.50	3.38	30.88
134	Sheet Metal Worker	28.63	23.84	52.47
135	Steamfitter	36.75	16.32	53.07
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	41.01	12.90	53.91
139	Terrazzo Finisher	25.72	18.54	44.26

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
140	Terrazzo Mechanic Future Increase(s): Add $1.45 on 06/06/2016	31.59	19.60	51.19
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter	33.12	9.69	42.81
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add $1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.36	19.84	51.20
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add $1/hr on 6/1/2016; Add $1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	18.00	9.53	27.53
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	39.57	24.46	64.03
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle Future Increase(s): Add $1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.68	18.96	44.64
203	Three or More Axle	17.00	7.11	24.11
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	21.00	0.00	21.00
205	Pavement Marking Vehicle	17.00	7.11	24.11
207	Truck Mechanic	17.00	7.11	24.11

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer Future Increase(s): Add $1.25/hr eff. 06/06/2016 Premium Increase(s): Add $1.00/hr for certified welder and pipelayer; Add $.25/hr for mason tender.	25.81	15.63	41.44
302	Asbestos Abatement Worker	25.02	15.63	40.65
303	Landscaper	21.90	9.83	31.73
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	21.14	14.65	35.79
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.00	4.93	20.93
314	Railroad Track Laborer	24.22	15.12	39.34
315	Final Construction Clean-Up Worker	29.01	17.39	46.40

HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket).	21.00	0.00	21.00
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under).	34.47	18.86	53.33

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	21.00	0.00	21.00
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add $1.25/hr on 1/1/2017. Premium Increase(s): Add $.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add $1.25/hr on 1/1/2017.	39.20	23.09	62.29
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add $1.60/hr on 6/3/2016. Premium Increase(s): Add $.50/hr for >200 Ton; Add $1/hr at 300 Ton; Add $1.50/hr at 400 Ton; Add $2/hr at 500 Ton & Over.	37.67	20.38	58.05

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add $1.60/hr on 6/3/2016. Premium Increase(s): Add $.25/hr for all >45 Ton lifting capacity cranes.	36.42	20.38	56.80
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add $1.60/hr on 6/3/2016.	35.22	20.38	55.60
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add $1.60/hr on 6/3/2016.	34.69	20.38	55.07
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add $1.60/hr on 6/3/2016.	32.62	20.38	53.00

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add $1.60/hr on 6/3/2016.	31.99	20.38	52.37
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add $1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	34.76	20.30	55.06
516	Fiber Optic Cable Equipment	28.50	0.36	28.86

SEWER, WATER OR TUNNEL CONSTRUCTION

Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
103	Bricklayer, Blocklayer or Stonemason	31.12	18.69	49.81
105	Carpenter	32.72	16.00	48.72
107	Cement Finisher Future Increase(s): Add $1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add $1.60 on 6/1/16; Add $1.70 on 6/1/17 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.13	23.19	58.32
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	20.67	61.48
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver	33.24	16.00	49.24
130	Plumber Future Increase(s): Add $1.50 on 6/1/16	39.95	19.45	59.40
135	Steamfitter	35.55	16.12	51.67
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	31.12	18.69	49.81
144	Underwater Diver (Except on Great Lakes)	31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add $1/hr on 6/1/2016; Add $1/hr on 6/1/2017.	25.32	16.40	41.72

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer Future Increase(s): Add $1.25/hr eff. 06/06/2016 Premium Increase(s): Add $.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add $.55 for pipelayer; Add $1.00 for 0-15 lbs. compressed air; Add $2.00 for 15-30 lbs. compressed air; Add $3.00 for over 30 lbs. compressed air.	26.83	15.64	42.47
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	19.31	10.45	29.76
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.00	4.93	20.93
314	Railroad Track Laborer	24.22	15.12	39.34

HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add $.25/hr for operating tower crane.	38.09	20.80	58.89
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Premium Increase(s): Add $.25/hr for operating tower crane.	37.31	20.80	58.11
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add $1.60/hr on 6/3/2016.	34.69	20.38	55.07

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	55.44
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	30.19	22.06	52.25
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
103	Bricklayer, Blocklayer or Stonemason	31.12	18.69	49.81
105	Carpenter Future Increase(s): Add $1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher	35.18	17.13	52.31
109	Electrician Future Increase(s): Add $1.15 on 6/1/16 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	31.21	18.96	50.17
111	Fence Erector	24.73	19.69	44.42
116	Ironworker	34.65	22.85	57.50
118	Line Constructor (Electrical)	40.81	20.67	61.48
124	Painter	27.25	12.96	40.21
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add $1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
133	Roofer or Waterproofer	27.50	3.38	30.88
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	31.12	18.69	49.81
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
201	Single Axle or Two Axle	17.85	0.00	17.85
203	Three or More Axle	17.85	0.00	17.85
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add $1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	17.85	0.00	17.85
206	Shadow or Pilot Vehicle	17.85	0.00	17.85
207	Truck Mechanic	17.85	0.00	17.85

LABORERS

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
301	General Laborer	19.31	10.45	29.76
303	Landscaper Future Increase(s): Add $1.00/hr eff. 06/01/2016; Add $1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	30.67	15.65	46.32
304	Flagperson or Traffic Control Person	19.31	10.45	29.76
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	16.00	4.93	20.93

314	Railroad Track Laborer	24.22	15.12	39.34

HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add $1.60/hr on 6/3/2016. Premium Increase(s): Add $.50/hr for >200 Ton; Add $1/hr at 300 Ton; Add $1.50/hr at 400 Ton; Add $2/hr at 500 Ton & Over.	37.67	20.38	58.05
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.	37.77	21.85	59.62

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.	37.27	21.85	59.12
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (WIth or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.	37.27	21.85	59.12

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	28.50	0.36	28.86
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. Future Increase(s): Add $1.25/hr on 1/1/2017. Premium Increase(s): Add $.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.67	19.78	56.45

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add $1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx.	37.77	21.85	59.62
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.	30.20	20.65	50.85

CODE	Fringe Benefits Must Be Paid On All Hours Worked TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY $	HOURLY FRINGE BENEFITS $	TOTAL $
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler. Future Increase(s): Add $1.30/hr on 6/1/2016; Add $1.25/hr on 6/1/2017.	30.20	20.65	50.85
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add $1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	28.50	0.36	28.86

********** END OF RATES **********

Department of Workforce Development
Equal Rights Division
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STATE OF WISCONSIN
DWD
Department of Workforce Development

Scott Walker, Governor
Raymond Allen, Secretary

The documents following the Prevailing Wage Rate Determination consist of twenty pages (including this one) of various forms/documents that will be used throughout the completion of the project. This prevailing wage rate determination and its underlying legal requirements outlined in the attached documents apply for the life of this project even though work on the project continues into 2017 or beyond. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
	July 2015 description of recent changes to Wisconsin's prevailing wage laws resulting from enactment of the 2015-17 State Budget Bill.		1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	4
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/16/2016

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STATE OF WISCONSIN
DWD
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Scott Walker, Governor
Reginald J. Newson, Secretary

THE 2015-17 BUDGET BILL MADE SIGNIFICANT CHANGES TO WISCONSIN'S PREVAILING WAGE LAWS. HOWEVER, THOSE CHANGES DO NOT GO INTO EFFECT UNTIL JANUARY 1, 2017.

During calendar year 2016, DWD will continue to enforce prevailing wage laws for local governmental unit and state agency public works projects under current prevailing wage laws.

2015 Wisconsin Act 55 (the budget bill) repealed the state prevailing wage law for **local governmental units** such as villages, towns, cities, school districts, or sewerage districts effective January 1, 2017. However, if a local governmental unit:

- issues a Request for Bids before January 1, 2017, for a project of public works that is subject to bidding or,
- enters into a contract before January 1, 2017, for a project of public works that is not subject to bidding,

then those public works projects are subject to the current prevailing wage law (§66.0903, Wis. Stats.) through the life of the project. Projects of public works with prevailing wage project determinations issued prior to 2017 continue to be subject to the current prevailing wage law through the life of the project even though the project may have work going on in 2017 or subsequent years.

Contractors working on local governmental unit projects with prevailing wage rate determinations must continue to pay employees the appropriate prevailing wage and maintain required prevailing wage payroll records. For instance, if a contractor is working in 2018 on a public works project with a project determination issued prior to 2017, then the contractor is required to comply with the "old" prevailing wage rate law (§66.0903, Wis. Stats.). After January 1, 2017, DWD will continue to enforce prevailing wage requirements for projects with DWD prevailing wage determinations issued under the "old" prevailing wage laws (§§ 66.0903 & 103.49, Wis. Stats.).

For new public works projects starting on January 1, 2017, state prevailing wage law will only apply to **state agency** and **state highway** projects. Prevailing wage rates applicable to state agencies will be those issued by the U.S. Department of Labor under the Davis-Bacon Act, 40 U.S.C. 3142. The Wisconsin Department of Administration will enforce the new state agency prevailing wage law (§16.856, Wis. Stats.) and the Wisconsin Department of Transportation will continue to enforce prevailing wage on state highway projects (under a law renumbered as §84.062, Wis. Stats.).

(Updated-122215)

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STATE OF WISCONSIN
DWD
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Raymond Allen, Secretary

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Thresholds

A "single-trade project of public works" means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is $48,000.

A "multiple-trade project of public works" means a project in which no single trade accounts for 85% or more of the total labor cost of the project.

(a) The multiple-trade threshold is $100,000, unless a municipality falls under the description in (b).

(b) The multiple-trade threshold of $234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

A local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
  To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user's computer. Use this project determination on line application at the following address:

http://dwd.wisconson.gov/er/prevailing_wage_rate/pw_online_determinations.htm

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.

- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.

- Award contracts to contractors who do *not* appear on the "Consolidated List of Debarred Contractors."

- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.

- Post the prevailing wage rate determination on the project site. (This document is often referred to as "the white sheet.")

- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,

- when one public entity does work for another public entity,

- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.
[*See,* Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Consolidated List of Debarred Contractors
Prepared and Issued By
State of Wisconsin - Department of Workforce Development

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Jim Chiolino, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/ Deviations
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212 or 8095 NW 64th St Miami, FL 33166	11/1/14	10/31/17	1, 2 and 4	2011-2012	None
Abel, Mike	*See,* Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Alpha Electric, LLC	350 Business Park Dr Sun Prairie, WI 53590	8/1/15	7/31/18	4	2014	None
Arnie Christiansen Mason Contractors, LLC	2304 65th Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	*See,* Freedom Insulation, Inc					
Bickel, Matthew	*See,* Peshtigo Asphalt, Inc					
Boecker, Roger	*See,* R-Way Pumping, Inc					
Brechtl, Mark G	*See,* Ecodec, Inc					

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/ Deviations
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Christiansen, Andy	*See,* Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	*See,* Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	*See,* Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	*See,* A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	*See*, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008-2010	None
Froode, Kathleen M	*See,* Masonry Specialists II, LLC					
Galstad, Michael E (aka Michael Earl Galstad)	*See,* Cargill Heating and Air Conditioning Company, Inc					

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/ Deviations
Gjolaj, Ded	*See,* Horizon Bros Painting Corp					
Grade A Construction, Inc	157 Enterprise Rd Delafield, WI 53018	1/1/16	12/31/19	1, 2 and 4	2014	None
Horizon Bros Painting Corp	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012	None
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	*See,* Castlerock Commercial Construction, Inc					
John's Concrete	*See,* Wagner Companies, Inc, dba John's Concrete					
Kott, Joseph J	*See,* Alpha Electric, LLC					
Masonry Specialists II, LLC	5109 Briarwood Ct Racine, WI 53402	8/1/15	7/31/18	4	2014	None
Mid-W Enterprises, Inc	1730 22nd Avenue Kenosha, WI 53140	6/1/15	5/31/17	1, 2 and 4	2013	None
Midwest Construction Co, Inc	*See,* Mid-W Enterprises, Inc					
Oden, Cassie	*See,* A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ofstie, Darin	*See,* Precision Excavating and Grading, LLC					
Peret, Robert	*See,* A-1 Duran Roofing & Insulation Services and RRS2 Inc					

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/ Deviations
Peshtigo Asphalt, Inc	W3895 Track La Peshtigo, WI 54157	3/1/16	2/28/17	1	2013-2014	None
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006-2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
RRS2 Inc.	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin Pl, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011-2012	None
Thull, Gerald T	*See,* JT Roofing, Inc					
Ventura, Robert	*See,* Mid-W Enterprises, Inc					
Wagner, Cory L	*See,* Wagner Companies, Inc					
Wagner Companies, Inc, dba John's Concrete	2063 Georgia Ave Racine, WI 53404	8/1/15	7/31/18	1	2013	None
Yaresh, Kathleen R	*See,* Grade A Construction, Inc					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

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STATE OF WISCONSIN
DWD
Department of Workforce Development

Scott Walker, Governor
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PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.

- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.

- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.

- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.

- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.

- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.
The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

(1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met**.

(A) The contractor, or a shareholder, officer or partner of the contractor:
(1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
(2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) Wisconsin Statutes.
The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of)	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS	Date Determination Issued	Date of Contract
County Of)	Awarding Agency	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
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Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

If you have any questions call (608) 266-6861

State of Wisconsin
Department of Workforce Development
Equal Rights Division

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____)	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS	Date Determination Issued	Date of Subcontract
County Of _____)	Awarding Contractor	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ( )
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( )			Telephone Number ( )		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( )			Telephone Number ( )		
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Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ( )			Telephone Number ( )		

If you have any questions call (608) 266-6861

State of Wisconsin
Department of Workforce Development
Equal Rights Division
Labor Standards Bureau

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.
Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination			
County	City, Village or Town		
DWD Project Determination Number	Project Number (if applicable)		
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)			
a.	b.		
c.	d.		
3. Employer Name (Print)	Requester Name (Print)		
Address	City	State	Zip Code
Telephone Number ( )	Requester Title		
Email address (if you prefer to receive your response via email)	Fax Number (if you prefer to receive your response via fax) ( )		

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature	Date Signed

MAIL the completed request to:
EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
PO BOX 8928, MADISON WI 53708
OR
FAX the completed request to: (608) 267-4592 / **DO NOT e-mail your request**.
Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated July 2015)

NOTE: Recent prevailing wage law changes enacted by the 2015-17 Budget Bill (2015 Wisconsin Act 55) do not go into effect until calendar year 2017.

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public entities	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
Non-applicability: Minor service or maintenance work	Local governmental units & Contractors	Minor service or maintenance work means a project of public works that is limited to • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span; • the depositing of gravel on an existing gravel road applied solely to maintain the road; • road shoulder maintenance; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Minor service or maintenance work	State agencies	Minor service or maintenance work means a project of public works that is limited to • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Supply & installation contract	All public entities	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local govern-mental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered employees	Truck drivers & Other workers & Contractors	A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies: 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.

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SECTION 01039
COORDINATION & MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions

B. Field engineering

C. Pre-construction meeting

D. Progress meetings

1.2 COORDINATION & PROJECT CONDITIONS

A. Contractor shall coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Contractor shall verify utility requirements and characteristics of operating equipment are compatible with building utilities, and coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Contractor shall coordinate space requirements, supports, and installation of mechanical and electrical work, which are indicated diagrammatically on Drawings; follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building; utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. Contractor shall coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.

E. During Owner occupancy of premises, Contractor shall coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

A. Contractor shall confirm drawing dimensions and elevations.

B. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

1.4 PRECONSTRUCTION MEETING

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

B. Attendance Required: Owner, Engineer and Contractor.

C. Agenda:
1. Execution of Owner-Contractor Contract.
2. Submission of executed bonds and insurance certificates
3. Distribution of Contract Documents
4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule
5. Designation of personnel representing the parties to the Contract, and the Engineer
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures
7. Scheduling

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

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work weekly.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Work superintendent, major Subcontractors and suppliers, Owner, and Engineer.

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

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

END OF SECTION

SECTION 01100
SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:

1. Project Name:
   St. Croix County
   Government Center
   Electrical System Upgrade

2. Project Location:
   St. Croix County
   St. Croix County Government Center
   1101 Carmichael Road
   Hudson, Wisconsin 54016
   Phone: 715-386-4736
   Fax: 715-381-4301

3. Owner:
   ST. CROIX COUNTY

B. Engineer Identification: The Contract Documents, dated, March 11, 2016, were prepared for Project by Karges-Faulconbridge, Inc. and or their consultants.

C. The Work consists of electrical work and includes installation of transformers, distribution panels, manual transfer devices and associated equipment. Electrical work includes removal and installation of power wiring and equipment.

1.2 USE OF PREMISES

A. Contractor shall confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Contractor shall conform to site rules and regulations affecting the work while engaged in project construction.

1. During occupied periods, Contractor and personnel on the site must:
   a. Display photo identification badge listing name of company and name of employee.
   b. Sign both “IN” and “OUT” on a designated visitor sheet.

B. Contractor shall maintain adjacent public streets clear of automobile parking, equipment or material storage. Owner shall provide on-site locations for such parking and storage.

1. Contractor shall park in existing parking lots or areas coordinated with the Owner.
2. Contractor shall use staging areas coordinated with the Owner.
3. Contractor shall lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when

parked and unattended, so as to prevent unauthorized use. No such vehicles or equipment shall be left unattended with the motor running or the ignition key in place.

C. Site and Building Housekeeping
   1. Contractor shall not allow debris to accumulate on the site or within the building work areas. The Contractor shall implement and provide the following services:
      a. Provide walk-off mats at all exterior entrances to the work site that are utilized by the workers.
      b. Employ an adequate quantity of personnel to maintain clean work areas and complete the following daily activities:
         1) Daily HEPA vacuum or broom clean the interior of the building work areas. When cleaning with brooms, utilize sufficient quantities of sweeping compound to control the air-borne dust.
         2) Daily remove debris piles, etc. from the interior of the building and dispose of such debris in the dumpsters provided by the Contractor.
         3) Daily HEPA vacuum all of the entrance walk-off mats or more frequently as required to capture the dust and dirt on the matting.
         4) Daily broom clean the sidewalk, loading dock/steps, at construction personnel access locations, and material delivery locations, as applicable.
         5) Daily remove debris from the construction site and police the exterior project site area to clean up any wind blown construction materials or debris and dispose of in construction dumpsters.
      c. Maintain a daily record listing the personnel, and times the activities listed above were started and completed.

D. Contractor shall implement and maintain a chemical-free pest management program to include maintaining sanitary conditions and physical barriers to prevent access of pests and their infestation.
   1. Contractor needs to comply with the recommendations of the Owner's integrated pest management company.
   2. Limit food and soft drink consumption to within the Contractor's trailer or out of the building.
   3. Maintain physical barriers to pest access to the building.

E. Contractor shall conform to City of Hudson, Wisconsin's noise control regulations, including limited hours of construction operations. Fines for any non-conformance will be borne on the Contractor.

F. Contractor shall protect existing systems and finishes that are to remain, and repair or replace damaged finishes with matching quality of materials.

G. The facility will be occupied by the Owner in areas adjacent to the construction area. The Contractor shall comply and coordinate with the local Fire Chief regarding International Fire Code and NFPA requirements and safety considerations for occupied buildings. Fire safety issues to be addressed include:

1. The Owners insurance does not cover any claims resulting due to losses when the fire alarm system is not functional, therefore the Contractor shall make every effort to maintain a continuously operational fire alarm system in the areas of the work and the balance of the building.
   a. Any costs from claims to new or existing property resulting due to a non-functional fire alarm system due to the work shall be the Contractor's responsibility.
   b. The Contractor shall provide documentation that they are fully covered by insurance for any such occurrences.
2. Prior to beginning any construction or demolition, the Contractor shall submit to the Engineer and local Fire Chief for approval, a detailed fire protection plan which includes the following:
   a. A plan showing that the Contractor will maintain required exiting from any occupied portions of the building.
   b. A plan showing that a permanent or any temporary fire alarm system will be maintained operational within the building including the construction areas.
      1) Any time the building fire alarm system in not operational; the Contractor shall immediately repair the system to provide an operational fire alarm system.
   c. Contractor shall provide a detailed plan showing provisions for any temporary fire alarm system during hazardous demolition or when fire alarm safety systems could be or need to be disrupted.
      1) Costs attributed to false alarms during construction originating in the construction area or associated connections will be the Contractor's responsibility.
   d. Flammable and combustible liquids must be stored in U.L. approved containers.
   e. Any temporary heating and ventilation systems, deemed necessary, must be approved by the local Fire Chief and Engineer, and must not deleteriously impact the buildings interior air quality.
3. Contractor shall minimize the permanent system cut over period.
4. Any temporary fire alarm system shall report to the existing fire alarm control panel as an alarm point.

H. Provided by Owner.

I. Temporary wiring shall conform with the National Electrical Code.

J. To the greatest extent possible, all noise generating, smoke generating or dust generating work shall be scheduled during non-staff occupied periods. All costs to accomplish this are the Contractor's responsibility.
   1. No internal combustion driven equipment is allowed, unless noted otherwise.

K. Work during staff occupancy periods.
   1. If the substantial completion date is not met, the Contractor shall not perform project punch list, or project completion work during the daily staff occupancy period unless such work complies with all of the following:
      a. All non-standard time labor costs remain the Contractor's responsibility.

b. Work periods are coordinated with the building custodian and financial reimbursement provisions are made if the custodians are required to work overtime or weekends.
c. Dust is not generated or released by the work.
d. No odor emission from chemicals or products utilized in the work are released.
e. Disruptive noise is not created.
f. No interference with or activation of the fire alarm system would be created by the work.
g. No blockage or restriction at the corridors and door systems is created in occupied areas.
h. Electrical power supply system is not interfered with or interrupted by the work.
i. Voice and data systems are not interfered with or interrupted by the work.
j. Work does not result in violation of a regulatory agency standard guideline or regulation.
k. Work does not impose a potential hazard or health risk to the occupants of the building.
l. All dirt, dust, debris, etc. resulting from the work is completely cleaned up and area HEPA vacuumed.

2. Contractor shall perform project punch list and completion work in areas with finish system in place or completed utilizing techniques to prevent damage to finish systems and/or contamination of those systems including carpet, ductwork, air handling systems, ceiling tile and other finish systems. Contractor shall restore and or clean any damage or contaminated surfaces.

L. Water Contamination
1. The Contractor shall take measures to prevent water contact and/or damage to porous construction materials.
a. Contractor shall remove standing water on concrete floors within 24 hours of occurrence/application. Utilizing extraction, ventilation and other techniques as required to facilitate drying.
b. Contractor shall immediately contain and remove and dispose of all wet/damaged building materials or systems, regardless of the duration of moisture exposure, and replace said materials or systems with new products.
c. Contractor shall immediately contain and remove all materials exposed to water damage or that are microbial contaminated as a result of water exposure or damage.
d. Contractor shall properly clean and disinfect all substrate material/surfaces as necessary to eradicate microbial contamination.

M. Fibrous Insulation
1. All materials shall be protected from moisture contact. Any wet product shall be immediately removed and replaced with new product.
2. Materials shall be contained or covered by a barrier system to prevent disturbance of the fiberglass fibers.

N. Air/Building Contamination.

1. When operating equipment adjacent to areas not scheduled for construction Contractor shall:
   a. Coordinate, in advance with Engineer and Owner the temporary shut down of air supply systems.
   b. Close all windows/other openings whenever equipment or vehicle exhaust fumes are present.
   c. Reactivate air supply systems when exhaust emitting activities have been completed.
   d. Temporarily cover the existing air supply fresh air intakes with poly to insure that no dust created from exterior work enters the building.

O. Existing or New Materials/Finishes Contamination
1. All new and existing materials or finishes scheduled to be installed, or remain, are to be protected from contamination during the construction period. This includes, but is not limited to, protection from the continuation of product installation, painting, material or equipment storage, worker/contractor traffic, etc. after new materials are in place as well as these activities prior to protecting the existing materials scheduled to remain.
2. Newly installed improperly protected materials will be considered contaminated if tests reveal dust, debris, mold, etc. levels inconsistent with the same products not installed.
3. The Contractor will be required to clean the contaminated products/materials to the same level as newly-installed products/materials, and provide test results showing the level of cleanliness.
4. All costs for cleaning and testing will be the responsibility of the Contractor.

1.3 LAYING OUT WORK

A. Contractor shall locate all general reference points. Where dimensions or observed scope of work differ substantially from Drawings, Contractor shall notify Engineer for decision.

B. Contractor shall lay out Work from the reference points furnished and be responsible for all lines, elevations, and measurements inside workspace. Contractor shall exercise proper precautions to verify figures shown on Drawings before laying out work and will be held responsible for any error resulting from failure to exercise such precaution.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION -NOT USED

END OF SECTION

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SECTION 01153
CHANGE ORDER PROCEDURE

PART 1 GENERAL

1.1 CHANGE ORDER PROCEDURES

A. Submittals
1. Request for Change Order Proposal - Issued by Engineer.
   a. Written to request a change in scope to the contract documents to which the Contractor shall respond in writing with a Change Order Proposal within 10 working days.
2. Change Order Proposal - Response by Contractor to Request for C.O. Proposal.
   a. Shall include an itemized breakdown of labor and materials, overhead and profit for the revised scope of work, and proposed adjustment of contract schedule.
   b. Shall follow current edition of R.S. Means Cost Data format in itemizing costs.
3. Change Order - Issued by Engineer.
   a. Written Notice to Proceed with revised scope of work.
4. The Contractor may submit a Field Change Proposal Request for Review by the Engineer. Such submittals shall include a complete description of the change, reason for the change, and a proposed cost to complete the change. Engineer shall respond within 10 working days.
5. Field work orders on Contractors' internal accounting of Time and Materials shall not be acceptable as a Change Order Proposal Request, without prior written consent of the Engineer.
6. Construction Change Directive - An order from the engineer to proceed with work without acknowledgment of a change in scope.

B. General
1. Work commenced or completed without a signed Change Order shall be at the Contractor's risk. Any work which, in the opinion of the Contractor, is beyond the original scope of the project shall be addressed by the Contractor in writing within ten (10) calendar days of the commencement of said work in question. Change Order proposal requests after such time will not be considered for payment.
2. Disputes over contract sum and schedule shall be resolved using the current edition of R.S. Means Cost Data, adjusted for the geographical area of the project.
3. If isometric piping drawings and/or equipment centerline drawings are issued on a project by the Engineer, they shall be considered as having to be field verified. Contractor shall use adjustable spool lengths, avoid final settings, etc., and employ other standard temporary construction techniques to allow adjustment for piping, valves, and equipment. No Change Order Proposals shall be acknowledged for the alleged rework of piping, ductwork, spouts, chutes and equipment stemming from the Contractor's use of such drawings.

4. Change order procedures, materials and methods shall be subject to the terms and conditions of the original plans and specifications.
5. The Contractor is responsible for construction methods and sequencing of the project. This includes the field coordination with other construction crafts. These are included, but not limited to: fire protection, sheet metal, millwright, pipefitter, boilermaker, electrical, controls and general contractor trades. No Change Order Proposals will be acknowledged for work stemming from failure to coordinate between trades.
6. The Owner will maintain current operations of the plant and/or facility and site. The Contractor shall coordinate work around and adhere to Owner's occupancy, safety and procedural policies. No Change Order Proposals will be acknowledged for work or delays stemming from these conditions.
7. No Change Order Proposals shall include time for the following, which are included in overhead: bonds, licenses, permits, safety, secretarial, foreman or field superintendent time, project manager time, field administration, field office rental, hand tools, welders, etc. Additionally, Proposals shall not include time for contractor's equipment and/or facilities included in the base bid, which are billed or rented by the week or month, or for job duration, unless the project completion date is extended or reduced by one or more rental periods.

END OF SECTION

SUMMARY 01300
SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures

B. Construction progress schedules

C. Proposed Products list

D. Product Data

E. Shop Drawings

F. Samples

G. Design data

H. Test reports

I. Certificates

J. Manufacturer's instructions

K. Manufacturer's field reports

L. Construction photographs

1.2 RELATED SECTIONS

A. Section 01400 - Quality Control: Manufacturers' field services and reports.

B. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.3 REFERENCES

A. AGC (Associated General Contractors of America) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.4 SUBMITTAL PROCEDURES

A. Transmit each submittal with AIA Form G810.

B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

C. Identify Project, Contractor, Subcontractor or supplier, pertinent drawing and detail number, and specification section number, as appropriate.

D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

E. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.

F. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.

G. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed work.

H. Provide space for Contractor and Architect/Engineer review stamps.

I. When revised for resubmission, identify all changes made since previous submission.

J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

K. Submittals not requested will not be recognized or processed.

1.5 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedule, including projected man-hours, major tasks by discipline and area in duplicate within 7 days after date established in Notice to Proceed.

B. Submit 2-week rolling schedule, tracking the area, man-hours, required milestones and submittals for:
   1. Demolition
   2. Concrete Work
   3. Structural Steel Work
   4. Equipment Delivery & Setting
   5. Piping
   6. Electrical
   7. Insulation
   8. Mechanical & Electrical Cutovers

C. Update list weekly. Present at weekly construction meetings.

D. Submit revised schedules with each application for payment, identifying changes since previous version.

E. Submit a computer generated horizontal bar chart with separate line for each section of work, identifying first workday of each week, and number of man-hours allocated.

F. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

G. Indicate estimated percentage of completion for each item of work at each submission.

H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.6 PROPOSED PRODUCTS LIST

A. Within 15 days after bid opening, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.7 PRODUCT DATA

A. Product Data For Review:
   1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
   2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Product Data For Information:
   1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.

C. Product Data For Project Close-out:
   1. Submitted for the Owner's benefit during and after project completion.

D. Submit the number of copies, which the Contractor requires, plus 2 copies, which will be retained by the Architect/Engineer.

E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

F. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

G. After review, distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.8 SHOP DRAWINGS

A. Shop Drawings For Review:
   1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
   2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Shop Drawings For Information:
   1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.

C. Shop Drawings For Project Close-out:
   1. Submitted for the Owner's benefit during and after project completion.

D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. Submit the number of opaque reproductions, which Contractor requires, plus 2 copies, which will be retained by Architect/Engineer.

1.9 DESIGN DATA

A. Submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.

B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.10 TEST REPORTS

A. Submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.

B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.11 CERTIFICATES

A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.12 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to owner in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.

1.13 MANUFACTURER'S FIELD REPORTS

A. Submit reports for the Architect/Engineer's benefit as contract administrator or for the Owner.

B. Submit report in duplicate within 30 days of observation to Architect/Engineer for information.

C. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.14 CONSTRUCTION PHOTOGRAPHS

A. Submit photographs with Application for Payment. Photograph site weekly.

B. Photographs: One-print/two-prints, color, glossy, 3 x 5.

C. Take 3 site photographs from differing directions and interior photographs indicating the relative progress of the work, 3 days maximum prior to submitting.

D. Identify photographs with date, time, orientation, and project identification.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality assurance - control of installation

B. Tolerances

C. References and standards

D. Inspecting and testing laboratory services

E. Manufacturers' field services

1.2 RELATED SECTIONS

A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.

B. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

A. Monitor fabrication and installation tolerance control of Products to produce acceptable work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES AND STANDARDS

A. For Products or workmanship specified by listed manufacturer, association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. Neither the contractual relationships, duties, responsibilities of the parties in Contract, nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.

B. Examine and verify specific conditions described in individual specification sections.

C. Verify that utility services are available, of the correct characteristics, and in the correct locations.

END OF SECTION

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SECTION 01500
CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, ventilation, telephone service, and sanitary facilities.

B. Temporary Controls: Barriers, protection of the work.

C. Construction Facilities: parking, progress cleaning, project signage, and temporary buildings.

1.2 TEMPORARY ELECTRICITY

A. Cost: By Owner: connect to Owner's existing power service. Do not disrupt Owner's use of service. Owner will pay cost of energy used. Exercise measures to conserve energy.

B. Provide temporary electric feeder from existing building electrical service at location as directed. Do not disrupt Owner's use of service.

C. Compliment existing power service capacity and characteristics as required.

D. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.

E. Provide main service disconnect and over-current protection at convenient location.

F. Permanent convenience receptacles may be utilized during construction.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain lighting for construction operations.

B. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.

C. Provide and maintain H.I.D. lighting to interior work areas after dark for security purposes.

D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

E. Maintain lighting and provide routine repairs.

F. Permanent building lighting may be utilized during construction.

1.4 TEMPORARY VENTILATION

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

B. Provide temporary ventilation equipment as required to maintain clean air for construction operations. Provide a Magnahelic differential pressure gauge and continually monitor the pressure difference between the construction zone and the remainder of the building.

1.5 TELEPHONE SERVICE

A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.6 FACSIMILE SERVICE

A. Provide, maintain and pay for facsimile service and a dedicated telephone line to field office at time of project mobilization.

1.7 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide temporary portable sanitation facilities.

1.8 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide protection for plants designated to remain. Replace damaged plants and trees.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.9 PROTECTION OF INSTALLED WORK

A. Protect installed work and provide special protection where specified in individual specification sections.

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

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

D. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

E. Prohibit traffic from landscaped areas.

1.10 SECURITY

A. Provide security and facilities to protect work, and Owner's operations from unauthorized entry, vandalism, or theft.

B. Coordinate with Owner's security program.

1.11 PARKING

A. On-site parking is available, coordinate location with Owner.

B. Do not allow vehicle parking on existing sidewalks or sodded areas.

1.12 PROGRESS CLEANING & WASTE REMOVAL

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

B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

C. Provide garbage dumpster and arrange for regular garbage removal. Use of Owner dumpster(s) is prohibited.

1.13 FIELD OFFICES & SHEDS

A. Office: Weather tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture drawing rack, and drawing display table.
B. Provide space for Project meetings, with table and chairs to accommodate 6 people.

C. Locate offices and sheds area designated by Owner.

1.14 REMOVAL OF UTILITIES, FACILITIES & CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.

B. Remove underground installations to a minimum depth of 5 feet Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

E. Restore roads, landscape, sidewalks, trees and vegetation to new upon completion. Take photographs of site prior to commencement of work.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01600
MATERIAL & EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products

B. Transportation and handling

C. Storage and protection

D. Product options

E. Substitutions

1.2 RELATED SECTIONS

A. Section 01400 - Quality Control: Product quality monitoring.

1.3 PRODUCTS

A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

B. Provide interchangeable components of the same manufacturer for components being replaced.

1.4 TRANSPORTATION & HANDLING

A. Transport and handle Products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.

C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

D. Coordinate delivery and unload all Owner purchased equipment.

1.5 STORAGE & PROTECTION

A. Store and protect Products in accordance with manufacturers' instructions.

B. Store with seals and labels intact and legible.

C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.

D. For exterior storage of fabricated Products, place on sloped supports above ground.

E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.

G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

I. Before making any shipment of materials to the site, the manufacturer shall ascertain whether the site is in a condition to receive shipment. Where this provision is neglected and material is delivered to the site when latter is not in a condition to receive it, such materials shall be properly stored elsewhere at the manufacturer's expense and adequate insurance coverage provided for off site storage.

J. Provide storage as required to protect and preserve all materials stored at the site. Do not store work, masonry, or metal materials directly on the ground. Confine storage to areas designated by the Engineer or the Owner. Owner shall not sign or be responsible for materials delivered to the site.

1.6 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.7 SUBSTITUTIONS

A. Architect/Engineer will consider requests for Substitutions only within 7 days after date of Notice to Proceed.

B. Substitutions will not be considered when a Product becomes unavailable through no fault of the Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that the Bidder:
   1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
   2. Will provide the same warranty for the Substitution as for the specified Product.
   3. Will coordinate installation and make changes to other work, which may be required for the work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension, which may subsequently become apparent.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:
   1. Submit 3 copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
   2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
   3. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures

B. Final cleaning

C. Adjusting

D. Project record documents

E. Operation and maintenance data

F. Spare parts and maintenance Products

G. Warranties and bonds

H. Maintenance service

1.2 RELATED SECTIONS

A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.

1.3 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.

B. Provide submittals to Architect/Engineer that are required by governing or other authorities.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean interior surface of work areas.

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

D. Replace filters of operating equipment.

E. Clean site; sweep paved areas, rake clean landscaped surfaces.

F. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the work:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other modifications to the Contract
   5. Reviewed Shop Drawings, Product Data, and Samples
   6. Manufacturer's instruction for assembly, installation, and adjusting

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
   1. Manufacturer's name and product model and number
   2. Product substitutions or alternates utilized
   3. Changes made by Addenda and modifications

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish main floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.7 OPERATION & MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, Three-D side ring binders with durable plastic covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titling clearly printed under reinforced laminated plastic tabs.

D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 20 pound white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria
      b. List of equipment
      c. Parts list for each component
      d. Operating instruction.
      e. Maintenance instructions for equipment and systems
      f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents
   3. Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data
      b. Air and water balance reports
      c. Certificates
      d. Originals of warranties and bonds

E. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.

F. Submit 2 sets of revised final volumes, within 10 days after final inspection.

1.8 SPARE PARTS & MAINTENANCE PRODUCTS

A. Provide spare parts, maintenance, and extra Products in quantities specified in individual specification sections.

B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

1.9 WARRANTIES & BONDS

A. Provide a minimum of 2-year parts and labor warranty for all products, materials and workmanship, unless exceeded in these specifications. Include service calls for warranty period. Warranty period shall commence upon written notice of substantial completion, and expire 2 year afterward.

B. Provide duplicate notarized copies.

C. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.

D. Provide Table of Contents and assemble in Three-D side ring binder with durable plastic cover.

E. Submit prior to final Application for Payment.

F. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.10 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections for 2 year from date of Substantial Completion for no additional cost to the Owner..

B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Engineer.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 26 00 00
GENERAL PROVISIONS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Systems Commissioning.
   1. Systems specified in this section are required to undergo the commissioning process. Refer to Division 01 for the General Commissioning Requirements. Testing of these systems, including detailed documentation of the results of those tests and participation in the resolution of identified issues, is required in cooperation with the Owner's Representative and the Commissioning Agent.

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

C. The work included under Division 26, 27, and 28 shall consist of furnishing labor and materials necessary for the complete installation of electrical systems shown on the Contract Drawings and Specifications. Work shall be complete and in operating condition at the completion of Contract.

D. Include minor items which are obviously and reasonable necessary to complete the installation and usually included in similar work even though not specifically mentioned in the Contract Documents.

E. Deviations due to particular manufacturer's requirements shall be provided at no additional cost.

F. Arrange with appropriate utility companies to provide temporary and permanent utility services as required and coordinate their installation with construction progress of this project. Coordinate requirements with each utility and provide components necessary for a complete and proper installation.

G. Where material quantities are shown, they are for the convenience of the Contractor only. The Contractor shall be responsible to verify quantities.

H. Coordinate with the mechanical and general contractors for coordination drawings for all disciplines. Coordination drawings shall include plan view and elevations.

I. Coordinate with general contractor and low voltage contractor as to low voltage systems to be removed and/or replaced with project phasing.

1.2 RELATED WORK

A. Where a Specification Section refers to other sections under the Article of Related Work, this is done for Contractor's convenience only. It shall not relieve the Contractor of responsibilities stated in other Sections of the Specifications. The Contractor is

responsible for information contained in this division's Specifications as well as for electrical requirements and information contained in other divisions.

1.3 PERMITS, LICENSES, AND FEES

A. Provide temporary, permanent permits and licenses required for the completion of the work included under this contract. Fees and expenses required to obtain such permits shall be paid for by the electrical contractor.

B. Fees and costs charged by utility companies for utility services, or modifications to, shall be paid for by the electrical contractor.

C. Provide inspections as requested by each contractor and as required by regulating agencies or where required by code. Include and pay charges for inspection agencies and provide Owner with a certificate of final inspection and approval by authority having jurisdiction.

D. Refer to General Conditions for state and local sales tax requirements. If paid for by this contractor, provide records of these taxes to the Owner upon request.

1.4 REFERENCES

A. Material and workmanship to comply with applicable codes. As a minimum include State and Federal laws, local ordinances, Utility Company regulations and requirements and interpretations of the following by the local authority having jurisdiction:
   1. State and Local Building Codes.
   2. State and Local Fire Codes.
   3. National Electrical Code.
   4. State and Local Electric Codes.
   5. OSHA Regulations.
   6. State Elevator Code.

B. If drawings and specifications are in conflict with these codes, notify the Engineer prior to rough-in.

C. The following is list of organizations and their abbreviations where referred to in the specifications as standards of construction.
   1. ANSI - American National Standards Institute
   2. ASHRAE – American Society of Heating, Refrigeration and Air Conditioning Engineers
   3. ADA – Americans with Disabilities Act
   4. ASTM – American Society for Testing and Materials
   5. FM – Factory Mutual
   6. IRI – Industrial Risk Institute
   7. IEEE – Institute of Electrical and Electronic Engineers
   8. NBFU – National Board of Fire Underwriters
   9. NBS – National Bureau of Standards
   10. NEC – National Electrical Code

11. NEMA – National electrical Manufacturers Association
12. NFPA – National Fire Protection Agency
13. OSHA – Occupational Safety and Health Administration
14. UL – Underwriters' Laboratories, Inc.
15. Uniform Federal Accessibility Standards
16. State Board of Health

1.5 DEFINITIONS

A. The terms listed below are defined as follows:
1. Furnish: Obtain, coordinate, deliver to the job site and guarantee.
2. Install: Furnished by others, receive on site, unload, store, set in place, connect, place in operation and guarantee workmanship of installation.
3. Provide: Furnish and install.
4. Connect: Bring service to the equipment and make final attachments, including necessary disconnect switches, control switches, outlets, etc.
5. Conduit: In addition to conduit includes fittings, hangers, pullboxes, supports, etc. as required for a complete and proper installation.
6. Concealed: Hidden from sight in walls, ceilings or floors.
7. Exposed: Surface mounted, not hidden from site.
8. Building Structure: Columns, beams, joists, walls. Metal decking, joist bridging shall not be used for supporting electrical equipment.
9. Relocate: Existing equipment to be relocated to new location and existing conduit and branch circuiting (conductors) to be extended to new location and reconnected.

1.6 SUBMITTALS

A. Substitutions shall be submitted through a bidding contractor and submitted to engineer (10) working days prior to bid opening. Include detailed information concerning substitution. Acceptable substitutions will be issued in an Addendum to the Contract Documents prior to the bid date. Extra costs incurred as a result of substitution, including those of other contractors are the responsibility of the submitting contractor, including engineering redesign costs

B. Shop drawing submittals shall be done in accordance with the General Conditions and as listed under Division 1.
1. Submit copies for each item as required per individual sections of the specifications.
2. CADD drawing files shall be requested directly from the Architect.

C. Submit Record Drawings in accordance with the General Conditions and as listed under Division 1.

D. Submit Substantial Completion Checklist Form located at the end of this specification section to apply for Substantial completion.

E. Submit Operating, Maintenance and Warranty Data Manuals in accordance with the General Conditions and as listed in Division 1.

1.7 PROJECT/SITE CONDITIONS

A. Inspection of Site: Before submitting a proposal on the Work, the Contractor and Subcontractors shall examine the site of the proposed work and thoroughly familiarize themselves with existing conditions and limitations affecting the performance of their Work. No extra compensation will be allowed because of a misunderstanding as to the amount of Work involved or lack of knowledge of existing conditions which could have been discovered or reasonable anticipated prior to bidding.

1.8 TEMPORARY ELECTRICAL SERVICE

A. Provide and maintain a complete temporary electrical power service for the use of all trades during construction.
   1. Refer to general Conditions for responsibilities for energy costs charges.
   2. Refer to Architectural Contract Documents for any phasing or additional requirements
   3. Locate duplex receptacles throughout the floor so that any point within the building or construction can be reached by a 100 ft. extension cord. Provide GFCI protected duplex outlets
   4. Special service requirements such as large heating loads, welders, three-phase equipment, etc., shall be paid for by the contractor requiring such service.

B. Provide and maintain a complete temporary lighting service for use by all trades during construction.
   1. Provide adequate lighting suitable for conditions for high quality workmanship and for safety throughout the area of construction. Provide minimum requirements of one (1) 200 watt luminaire per each 400 square feet or per room, whichever is smaller.
   2. Provide and maintain an exit and safety lighting system where required by code or OSHA.

1.9 WARRANTY

A. Provide guarantee and maintain the stability of workmanship and materials and keep same in good operating condition for a period of one (1) year after final completion of the work as evidenced by issuance of the final certificate by the Architect.

B. Correct defects immediately and at contractors expense those defects due to faulty workmanship or materials that arise during the above mentioned period and make corrections to the satisfaction of the Engineer. Such reconstruction and repairs shall include damages to the finish or the building resulting from the original defect.

C. The guarantee shall not apply where other guarantees for different lengths of time are specifically called for.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 ROUGH-IN

A. Verify locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

B. Consult the Contract Documents (Drawings and Specifications) of other Divisions and other trades for correlating information and layout work so that it will not interfere with other trades. Verify dimensions and conditions; i.e., finished ceiling heights, wall elevations, sections, footing and foundation elevations, beam depths, ductwork and piping, etc. with architectural, mechanical and structural drawings. If conflicts occur such that resolution is not possible by the affected trades on the job, notify the Architect and Engineer so a resolution can be worked out. Where work must be replaced due to failure to verify conditions existing on the job, such replacement shall be accomplished at no extra cost to the Owner. This shall apply to shop fabricated Work as well as work fabricated in place.

3.2 INSTALLATION

A. Arrange for chases, slots, and openings in other building components during progress of construction to allow for electrical installation.

B. Install material and equipment in accordance with manufacturers' recommendations, instructions and current NECA and UL standards.

C. Install equipment and materials to provide required access for servicing and maintenance. Coordinate equipment location with required access panels and doors. Allow ample space for removal of parts that require replacement or servicing.

D. Coordinate the installation of required supporting devices and sleeves with structural components.

E. Coordinate with other trades before installing equipment so that conflicts will be adjusted before installation. In general large mechanical equipment shall be given priority. Maintain, wherever practical, a minimum separation of 3" from water and waste piping and 12" from hot water and steam piping.

F. Electrical equipment, outlet boxes, etc shall not be attached or otherwise fastened to ductwork or other mechanical equipment unless noted otherwise.

G. Cutting and patching shall be performed in accordance with the provisions of the General Conditions.

H. Install systems, materials and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed in finished areas unless noted otherwise.

3.3 PROTECTION

A. Contractor shall be responsible for damage of electrical equipment or materials and shall keep clean the materials installed by him until final acceptance of the entire building by the Owner. Contractor shall touch-up equipment with chips or scratch marks.

B. When a portion of the building is to be occupied by the Owner prior to Substantial Completion of the entire Project, arrangements will be made to transfer responsibility for protection and housekeeping tasks from the Contractor to the Owner.

C. There shall be no interruptions of building systems during occupied times without prior arrangement.

3.4 CLEANING

A. Keep the premises free from the accumulations of waste materials or rubbish caused by execution of the Work. At the completion of the Work, remove rubbish, tools, scaffolding and surplus materials from and about the premises. The premises shall be “broom-cleaned” or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Engineer shall determine to be just.

3.5 PAINTING

A. Refinish electrical equipment damaged during shipping or installation to its original condition. Remove rust, prime and paint per manufacturer’s recommendations for finish equal to original. Do not paint nameplates, labels, tags, stainless steel or items such as shafts, levels, handles, trim or terminal strips.

END OF SECTION

SECTION 26 00 00.01
SUBSTANTIAL COMPLETION FOR ELECTRICAL SYSTEMS

Project:

Project Number:

Contract For:

Contract Date:

Owner:

Contractor:
_____ (contractor) is submitting for substantial completion for part or all of the work on the above named project. Meaning that the project is at a stage where the work within the contract is sufficiently completed so the Engineer can inspect the work and the owner can occupy. Once the Engineer has inspected the project, a Certificate of Substantial completion will be filled out by Architect/Engineer and copies returned to the owner and contractor.

Sufficiently complete indicates that the building and/or systems is functional and all major equipment is in place and operational, with only minor items remaining incomplete. A list of items incomplete shall be listed below. All punch lists and issue tracking forms shall be completed and returned by the contractor(s) within 30 days of substantial completion. If items are found to be incomplete during the re-verification process, the contractors will be charged for the time spent by the owner, design team, and commissioning agent, until the issues are resolved.

The Electrical and Mechanical Checklist shall accompany this form.

_____	_____	_____
Contractor Representative Name (Printed)	Signature	Date

1.1 Electrical Checklist

	(Circle Yes or No)	
Main Service is complete and system is 100% operational? If No, what is incomplete? _____ _____ _____	Yes	No
Electrical Distribution switchboard and panel boards are 100% operational? If No, what is incomplete? _____ _____ _____	Yes	No
General Power installation is 100% complete? If No, what is incomplete? _____ _____ _____	Yes	No
Electrical Testing is completed per Division 26 specifications? If No, what is incomplete? _____ _____ _____	Yes	No
Uninterrupted Power Unit (UPS)/Inverter installation and testing is complete per Division 26? If No, what is incomplete? _____ _____ _____	Yes	No

END OF SECTION

SECTION 26 00 10
ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.1 SCOPE OF WORK

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

B. Section Includes:
1. Removal of existing electrical equipment, wiring, and conduit in areas to be remodeled; removal of designated construction; dismantling, cutting and alterations for the completion of the Work.
2. Disposal of materials
3. Storage of removed materials
4. Identification of utilities
5. Salvage items
6. Protection of items to remain as indicated on drawings
7. Relocate existing equipment to accommodate construction.
8. Include minor items, which are obviously and reasonably necessary to complete the installation and usually included in similar work even though not specifically mentioned in the Contract Documents.

C. RELATED WORK
1. Section Specifying - Building Demolition: Demolition of utilities and other underground items.
2. Section Specifying – Minor Demolition for Remodeling: removal of designated building equipment and construction.
3. Section Specifying – Access Doors and Panels: Execution requirements for access doors and panels.

1.2 SCHEDULING

A. Schedule work to coincide with new construction.

B. Perform noisy, malodorous, or dusty work.
1. Between hours of 6 PM and 7 AM.

C. Cease operations immediately when structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.

1.3 COORDINATION

A. Section Specifying – Administrative Requirements: Requirements for coordination.

B. Conduct demolition to minimize interference with adjacent and occupied building areas.

C. Coordinate demolition work with other crafts, owner representative and Architect/Engineer.

D. Coordinate and sequence demolition so as not to cause shutdown of operation of adjacent areas.

E. Shut-down Periods:
   1. Arrange timing of shutdown periods of in service panels with Owner. Do not shutdown any utility without prior written approval submitted 7 days prior to shutdown.
   2. Keep shutdown period to a maximum of three (3) hours or use intermittent period as directed by Owner.
   3. Maintain life safety systems in full operation in occupied facilities or provide written notice a minimum of seven days in advance of outage.

F. All salvageable items removed during this project are the property of Saint Croix County.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section Specifying – Administrative Requirements: Verification of existing conditions before starting work.

B. Verify wiring and equipment indicated to be demolished serve only abandoned facilities.

C. Verification termination points for demolished services.

3.2 PREPARATION

A. Erect and maintain temporary safeguards, including warning signs and lights, barricades, and similar measures, for protection of the public, Owner, Contractors' employees, and existing improvements to remain.

B. Provide temporary egress signage and emergency lighting.

3.3 DEMOLITION

A. Demolition drawings are based on casual field observations and existing record documents. Report discrepancies to Architect/Engineer before disturbing existing installation.

B. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes.

C. Remove conduit, wire, boxes and fastening devices to avoid interference with new installation.

D. Disconnect electrical systems in walls, floors, and ceilings schedule for removal.

E. Reconnect equipment being disturbed by renovation work and required for continued service to temporary panel or nearest available panel.

F. Disconnect or shutoff service to areas where electrical work is to be removed.

G. Remove electrical luminaires, equipment, and related switches, outlets, conduit and wiring back to source which are not part of the final project.

H. Install temporary wiring and connections to maintain existing systems in service during construction.

I. In the event work is to be performed on energized equipment or circuits, it shall be performed by experienced and trained personnel.

J. Remove, relocate and extend existing installations to accommodate new construction.

K. Repair adjacent construction and finishes damaged during demolition and extension work.

L. Remove exposed abandoned grounding and bonding components, fasteners and supports, and electrical identification components, including abandoned components above accessible ceiling finish. Cut embedded support elements flush with walls and floors. Patch all surfaces.

M. Clean and repair existing equipment to be reinstalled.

N. Clean and repair existing equipment that is affected by demolition.

O. Protect and retain power to existing active equipment remaining.

P. Cap abandoned empty conduit at both ends.

3.4 EXISTING PANELBOARDS

A. Ring out circuits in existing paneloards affected by the work. Where additional circuits are needed, reuse circuits available for reuse. Install new circuit breakers.

B. Tag unused circuits as spares.

C. Where existing circuits are indicated to be reused, use sensing measuring devices to verify circuits feeding project area or not in use.

D. Remove existing wire no longer in use from panel to equipment.

E. Provide new updated directories where circuits have been modified or rewired.

3.5 SALVAGE ITEMS

A. Remove and protect items indicated on drawings and/or in Schedule to be salvaged and turnover to Owner.

B. Items of salvageable value may be removed as work progresses. Transport salvaged items from site as they are removed to location designated by Owner.

3.6 REUSABLE ELECTRICAL EQUIPMENT

A. Carefully remove equipment, materials, or luminaires which are to be used.

B. Disconnect, remove, or relocate existing electrical material and equipment interfering with new installation.

C. Relocate existing luminaires as indicated on Drawings. Clean luminaires and re-lamp. Test luminaire to verify it is in good working condition before installation at new location.

3.7 CLEANING

A. Section Specifying – Execution Requirements: Requirements for cleaning.

B. Remove and legally dispose of demolished materials as work progresses.

C. Keep workplace neat.

3.8 PROTECTION OF FINISHED WORK

A. Section Specifying - Execution Requirements: Requirements for protecting finished work.

B. Do not permit traffic over unprotected floor surface.

END OF SECTION

SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Building wires and cables rated 600 V and less.
   2. Connectors, splices, and terminations rated 600 V and less.

1.3 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Field quality-control test reports.

1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Alcan Products Corporation; Alcan Cable Division.
   2. American Insulated Wire Corp.; a Leviton Company.
   3. General Cable Corporation.

4. Senator Wire & Cable Company.
5. Southwire Company.
6. Approved substitution

B. Copper Conductors: Comply with NEMA WC 70.

C. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN, XHHW, and USE.

D. Multiconductor Cable: Comply with NEMA WC 70 for armored cable, Type AC metal-clad cable, Type MC mineral-insulated, metal-sheathed cable, and Type MI with ground wire.

2.2 CONNECTORS AND SPLICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
2. Hubbell Power Systems, Inc.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M; Electrical Products Division.
5. Tyco Electronics Corp.
6. Approved substitution.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN-THWN, single conductors in raceway.

B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Support cables according to Section Specifying "Hangers and Supports for Electrical Systems."

E. Identify and color-code conductors and cables according to Section Specifying "Identification for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

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

3.6 FIRESTOPPING

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

3.7 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

B. Tests and Inspections:
   1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
      a. Transformers
      b. Panelboards
      c. UPS Systems
   2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

C. Test Reports: Prepare a written report to record the following:
   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

D. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes: Grounding systems and equipment.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

A. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
   1. Grounding arrangements and connections for separately derived systems.
   2. Grounding for sensitive electronic equipment.

B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
   1. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NFPA 70B.
      a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
      b. Include recommended testing intervals.

1.6 QUALITY ASSURANCE

A. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:
   1. Solid Conductors: ASTM B 3.
   2. Stranded Conductors: ASTM B 8.
   3. Tinned Conductors: ASTM B 33.
   4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
   5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
   6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
   7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.

2.2 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
   1. Pipe Connectors: Clamp type, sized for pipe.

C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
   1. Bury at least 24 inches below grade.

C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.

D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
   1. Install bus on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
   2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.

E. Conductor Terminations and Connections:
   1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
   2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
   3. Connections to Ground Rods at Test Wells: Bolted connectors.
   4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

A. Comply with IEEE C2 grounding requirements.

3.3 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
   1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch grounding bus.
   2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

3.4 INSTALLATION

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

B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
   1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
   2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
   1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
   2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
   3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.5 LABELING

A. Comply with requirements in Section Specifying "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.

B. Install labels at the telecommunications bonding conductor and grounding equalizer and at the grounding electrode conductor where exposed.
   1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:
   1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
   2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
   3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
      a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
      b. Perform tests by fall-of-potential method according to IEEE 81.
   4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

C. Grounding system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).

F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION

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SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Hangers and supports for electrical equipment and systems.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.5 ACTION SUBMITTALS

1.6 QUALITY ASSURANCE

A. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

B. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of

conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

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

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Section Specifying "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
   1. Secure raceways and cables to these supports with two-bolt conduit clamps.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
   1. To Wood: Fasten with lag screws or through bolts.
   2. To New Concrete: Bolt to concrete inserts.
   3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
   4. To Existing Concrete: Expansion anchor fasteners.
   5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
   6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
   7. To Light Steel: Sheet metal screws.

8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

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

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Section Specifying "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 PAINTING

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

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 26 05 33
RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

A. ARC: Aluminum rigid conduit.

B. GRC: Galvanized rigid steel conduit.

C. IMC: Intermediate metal conduit.

1.4 ACTION SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
1. Structural members in paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. AFC Cable Systems, Inc.
   2. Allied Tube & Conduit; a Tyco International Ltd. Co.
   3. Anamet Electrical, Inc.
   4. Electri-Flex Company.
   5. O-Z/Gedney; a brand of EGS Electrical Group.
   6. Picoma Industries, a subsidiary of Mueller Water Products, Inc.
   7. Republic Conduit.
   8. Robroy Industries.
   9. Southwire Company.
   10. Thomas & Betts Corporation.
   11. Western Tube and Conduit Corporation.
   12. Wheatland Tube Company; a division of John Maneely Company.

B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. GRC: Comply with ANSI C80.1 and UL 6.

D. IMC: Comply with ANSI C80.6 and UL 1242.

E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
   1. Comply with NEMA RN 1.
   2. Coating Thickness: 0.040 inch, minimum.

F. EMT: Comply with ANSI C80.3 and UL 797.

G. FMC: Comply with UL 1; zinc-coated steel or aluminum.

H. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
   1. Fittings for EMT:
      a. Material: Steel or die cast.
      b. Type: Setscrew or compression.
   2. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
   3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.

J. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. AFC Cable Systems, Inc.
2. Anamet Electrical, Inc.
3. Arnco Corporation.
4. CANTEX Inc.
5. CertainTeed Corp.
6. Condux International, Inc.
7. Electri-Flex Company.
8. Kraloy.
9. Lamson & Sessions; Carlon Electrical Products.
10. Niedax-Kleinhuis USA, Inc.
11. RACO; a Hubbell company.
12. Thomas & Betts Corporation.

B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. ENT: Comply with NEMA TC 13 and UL 1653.

D. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

E. LFNC: Comply with UL 1660.

F. RTRC: Comply with UL 1684A and NEMA TC 14.

G. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.

H. Fittings for LFNC: Comply with UL 514B.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Cooper B-Line, Inc.
2. Hoffman; a Pentair company.
3. Mono-Systems, Inc.
4. Square D; a brand of Schneider Electric.

B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 unless otherwise indicated, and sized according to NFPA 70.
   1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Hinged type unless otherwise indicated.

E. Finish: Manufacturer's standard enamel finish.

2.4 NONMETALLIC WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Allied Moulded Products, Inc.
   2. Hoffman; a Pentair company.
   3. Lamson & Sessions; Carlon Electrical Products.
   4. Niedax-Kleinhuis USA, Inc.

B. Listing and Labeling: Nonmetallic wireways and auxiliary gutters shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Description: PVC, extruded and fabricated to required size and shape, and having snap-on cover, mechanically coupled connections, and plastic fasteners.

D. Fittings and Accessories: Couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings shall match and mate with wireways as required for complete system.

2.5 SURFACE RACEWAYS

A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. [Manufacturer's standard enamel finish in color selected by Architect] [Prime coated, ready for field painting].
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Mono-Systems, Inc.
      b. Panduit Corp.
      c. Wiremold / Legrand.

C. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard colors. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Hubbell Incorporated; Wiring Device-Kellems Division.
      b. Mono-Systems, Inc.
      c. Panduit Corp.
      d. Wiremold / Legrand.

2.6 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Adalet.
   2. Cooper Technologies Company; Cooper Crouse-Hinds.
   3. EGS/Appleton Electric.
   4. Erickson Electrical Equipment Company.
   5. FSR Inc.
   6. Hoffman; a Pentair company.
   7. Hubbell Incorporated; Killark Division.
   8. Kraloy.
   9. Milbank Manufacturing Co.
   10. Mono-Systems, Inc.
   11. O-Z/Gedney; a brand of EGS Electrical Group.
   12. RACO; a Hubbell Company.
   13. Robroy Industries.
   14. Spring City Electrical Manufacturing Company.
   15. Stahlin Non-Metallic Enclosures; a division of Robroy Industries.
   16. Thomas & Betts Corporation.
   17. Wiremold / Legrand.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.

E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

F. Gangable boxes are prohibited.

G. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover with flush latch unless otherwise indicated.
   1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

2. Nonmetallic Enclosures: Plastic.
3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

H. Cabinets:
1. NEMA 250, Type 1 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Indoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
   a. Loading dock.
   b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
   c. Mechanical rooms.
4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: GRC.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

B. Minimum Raceway Size: 3/4-inch trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

D. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

E. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Comply with requirements in Section Specifying "Hangers and Supports for Electrical Systems" for hangers and supports.

E. Arrange stub-ups so curved portions of bends are not visible above finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.

G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

H. A. Support conduit within 12 inches of enclosures to which attached.

I. Raceways Embedded in Slabs:
   1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum10-foot intervals.
   2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
   3. Arrange raceways to keep a minimum of 1 inch of concrete cover in all directions.
   4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
   5. Change from ENT to GRC or IMC before rising above floor.

J. Stub-ups to Above Recessed Ceilings:
   1. Use EMT, IMC, or RMC for raceways.
   2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

L. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

Q. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

S. Surface Raceways:
   1. Install surface raceway with a minimum 2-inch radius control at bend points.
   2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

T. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

U. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
   1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
   2. Where an underground service raceway enters a building or structure.
   3. Where otherwise required by NFPA 70.

V. Comply with manufacturer's written instructions for solvent welding RNC and fittings.

W. Expansion-Joint Fittings:

1. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
   a. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
   b. Attics: 135 deg F temperature change.
2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
3. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
4. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

X. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.

Y. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

Z. Locate boxes so that cover or plate will not span different building finishes.

AA. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

BB. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

CC. Set metal floor boxes level and flush with finished floor surface.

DD. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

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

3.4 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section Specifying "Penetration Firestopping."

3.5 PROTECTION

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

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 ACTION SUBMITTALS

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

1.4 QUALITY ASSURANCE

A. Comply with ANSI A13.1.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

1.5 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.

B. Colors for Raceways Carrying Circuits at 600 V or Less:
1. Black letters on an orange field.
2. Legend: Indicate voltage and system or service type.

C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.3 CONDUCTOR IDENTIFICATION MATERIALS

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.4 FLOOR MARKING TAPE

A. 2-inch-wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.5 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. Baked-Enamel Warning Signs:
1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal size, 7 by 10 inches.

D. Metal-Backed, Butyrate Warning Signs:
   1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
   2. 1/4-inch grommets in corners for mounting.
   3. Nominal size, 10 by 14 inches.

E. Warning label and sign shall include, but are not limited to, the following legends:
   1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
   2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."
   3. SERIES RATED: The equipment enclosure(s) shall be legibly marked in the field to indicate the equipment has been applied with a series combination rating. The marking shall be readily visible and state the following: "CAUTION - SERIES COMBINATION SYSTEM RATED ------- AMPERES. IDENTIFIED REPLACEMENT COMPONENTS REQUIRED."
   4. ARC-FLASH: Switchboards, panelboards, industrial control panels, meter socket enclosures, and motor-control centers that are in other than dwelling occupancies and are likely to require examination, adjustment, servicing, or maintenance while energized shall be field marked to warn qualified persons of potential electric arc flash hazards. The marking shall be located so as to be clearly visible to qualified persons before examination, adjustment, servicing, or maintenance of the equipment.

2.6 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
   1. Engraved legend with black letters on white face.
   2. Punched or drilled for mechanical fasteners.
   3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

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

2.7 EQUIPMENT IDENTIFICATION LABELS

A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch.

B. Identifying outdoor equipment: Stenciled Legend in nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.8 CABLE TIES

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

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in Section Specifying Painting for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

G. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
   1. In Spaces Handling Environmental Air: Plenum rated.

H. Painted Identification: Comply with requirements in Section Specifying Painting for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label. Install labels at 10-foot maximum intervals.

B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
   1. Emergency Power.
   2. Power.
   3. UPS.

C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
   1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
      a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
      b. Colors for 208/120-V Circuits:
         1) Phase A: Black.
         2) Phase B: Red.
         3) Phase C: Blue.
      c. Colors for 480/277-V Circuits:
         1) Phase A: Brown.
         2) Phase B: Orange.
         3) Phase C: Yellow.
      d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

D. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use write-on tags.

E. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

F. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.

G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
   1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
   2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.

3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

H. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

I. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
1. Comply with 29 CFR 1910.145.
2. Identify system voltage with black letters on an orange background.
3. Apply to exterior of door, cover, or other access.

J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

K. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer or load shedding.

L. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
   a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
   b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
   c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
2. Equipment to Be Labeled:
   a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label.
   b. Enclosures and electrical cabinets.
   c. Access doors and panels for concealed electrical items.
   d. Switchgear.
   e. Switchboards.

f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
g. Substations.
h. Emergency system boxes and enclosures.
i. Enclosed switches.
j. Enclosed circuit breakers.
k. Enclosed controllers.
l. Push-button stations.
m. Power transfer equipment.
n. Contactors.
o. UPS equipment.

END OF SECTION

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SECTION 26 22 00
LOW-VOLTAGE TRANSFORMERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following types of dry-type transformers rated 600 V and less, with capacities up to 1000 kVA:
   1. Distribution transformers.

1.3 ACTION SUBMITTALS

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

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
   1. Wiring Diagrams: Power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Source quality-control test reports.

B. Field quality-control test reports.

1.5 CLOSEOUT SUBMITTALS

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

1.6 QUALITY ASSURANCE

A. Source Limitations: Obtain each transformer type through one source from a single manufacturer.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with IEEE C57.12.91, "Test Code for Dry-Type Distribution and Power Transformers."

1.7 DELIVERY, STORAGE, AND HANDLING

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

1.8 COORDINATION

A. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

B. Coordinate installation of wall-mounting and structure-hanging supports with actual transformer provided.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. ACME Electric Corporation; Power Distribution Products Division.
2. Challenger Electrical Equipment Corp.; a division of Eaton Corp.
3. Eaton Electrical Inc.; Cutler-Hammer Products.
4. Federal Pacific Transformer Company; Division of Electro-Mechanical Corp.
5. General Electric Company.
6. Siemens Energy & Automation, Inc.
7. Sola/Hevi-Duty.
8. Square D; Schneider Electric.

2.2 GENERAL TRANSFORMER REQUIREMENTS

A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.

B. Cores: Grain-oriented, non-aging silicon steel.

C. Coils: Continuous windings without splices except for taps.
1. Internal Coil Connections: Brazed or pressure type.
2. Coil Material: Aluminum.

2.3 DISTRIBUTION TRANSFORMERS

A. Comply with NEMA ST 20, and list and label as complying with UL 1561.

B. Cores: One leg per phase.

C. Enclosure: Ventilated, NEMA 250, Type 2.
1. Core and coil shall be encapsulated within resin compound, sealing out moisture and air.

D. Transformer Enclosure Finish: Comply with NEMA 250.
   1. Finish Color: Gray.

E. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and four 2.5 percent taps below normal full capacity.

F. Insulation Class: 220 deg C, UL-component-recognized insulation system with a maximum of 150 deg C rise above 40 deg C ambient temperature.

G. Energy Efficiency for Transformers Rated 15 kVA and Larger:
   1. Complying with DOE 2016 Efficiency levels.
   2. Tested according to NEMA TP 2.

H. K-Factor Rating: Transformers indicated to be K-factor rated shall comply with UL 1561 requirements for nonsinusoidal load current-handling capability to the degree defined by designated K-factor.
   1. Unit shall not overheat when carrying full-load current with harmonic distortion corresponding to designated K-factor.
   2. Indicate value of K-factor on transformer nameplate.

I. Electrostatic Shielding: Each winding shall have an independent, single, full-width copper electrostatic shield arranged to minimize interwinding capacitance.
   1. Arrange coil leads and terminal strips to minimize capacitive coupling between input and output terminals.
   2. Include special terminal for grounding the shield.
   3. Shield Effectiveness:
      a. Capacitance between Primary and Secondary Windings: Not to exceed 33 picofarads over a frequency range of 20 Hz to 1 MHz.
      b. Common-Mode Noise Attenuation: Minimum of minus 120 dBA at 0.5 to 1.5 kHz; minimum of minus 65 dBA at 1.5 to 100 kHz.
      c. Normal-Mode Noise Attenuation: Minimum of minus 52 dBA at 1.5 to 10 kHz.

J. Wall Brackets: Manufacturer's standard brackets.

K. Fungus Proofing: Permanent fungicidal treatment for coil and core.

L. Low-Sound-Level Requirements: Maximum sound levels, when factory tested according to IEEE C57.12.91, as follows:
   1. 9 kVA and Less: 40 dBA
   2. 30 to 50 kVA: 45 dBA
   3. 51 to 150 kVA: 50dBA
   4. 151 to 300 kVA: 55 dBA
   5. 301 to 500 kVA: 60 dBA

2.4 IDENTIFICATION DEVICES

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

2.5 SOURCE QUALITY CONTROL

A. Test and inspect transformers according to IEEE C57.12.91.

B. Factory Sound-Level Tests: Conduct sound-level tests on equipment for this Project.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.

B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.

C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.

D. Verify that ground connections are in place and requirements in Section Specifying "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install wall-mounting transformers level and plumb with wall brackets fabricated by transformer manufacturer.

B. Construct concrete bases and anchor floor-mounting transformers according to manufacturer's written instructions and requirements in Section Specifying "Hangers and Supports for Electrical Systems."

3.3 CONNECTIONS

A. Ground equipment according to Section Specifying "Grounding and Bonding for Electrical Systems."

B. Connect wiring according to Section Specifying "Low-Voltage Electrical Power Conductors and Cables."

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

B. Tests and Inspections:
   1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

C. Remove and replace units that do not pass tests or inspections and retest as specified above.

D. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 ADJUSTING

A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 10 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.

B. Output Settings Report: Prepare a written report recording output voltages and tap settings.

3.6 CLEANING

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

END OF SECTION

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SECTION 26 24 16
PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
1. Distribution panelboards.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of panelboard, switching and overcurrent protective device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

B. Shop Drawings: For each panelboard and related equipment.
1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types and details for types other than NEMA 250, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Include evidence of NRTL listing for series rating of installed devices.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
7. Include wiring diagrams for power, signal, and control wiring.
8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

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

C. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
   1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
   2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.6 MAINTENANCE MATERIAL SUBMITTALS

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

1.7 QUALITY ASSURANCE

A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

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

D. Comply with NEMA PB 1.

E. Comply with NFPA 70.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.

B. Handle and prepare panelboards for installation according to NEMA PB 1.

1.9 PROJECT CONDITIONS

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

B. Service Conditions: NEMA PB 1, usual service conditions, as follows:
   1. Ambient temperatures within limits specified.
   2. Altitude not exceeding 6600 feet.

C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
   1. Notify Owner no fewer than six days in advance of proposed interruption of electric service.
   2. Do not proceed with interruption of electric service without Owner's written permission.
   3. Comply with NFPA 70E.

1.10 WARRANTY

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

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

A. Enclosures: Flush- and surface-mounted cabinets.
   1. Rated for environmental conditions at installed location.
      a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
      b. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 5.
   2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
   3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
   4. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
   5. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
   6. Finishes:
      a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
      b. Back Boxes: Galvanized steel.
      c. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components.

B. Incoming Mains Location: Top and bottom.

C. Phase, Neutral, and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.

D. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material: Hard-drawn copper, 98 percent conductivity.
2. Main and Neutral Lugs: Mechanical type.
3. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
4. Subfeed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.

E. Service Equipment Label: NRTL labeled for use as service equipment for panelboards or load centers with one or more main service disconnecting and overcurrent protective devices.

F. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

G. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 DISTRIBUTION PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1, power and feeder distribution type.

C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
1. For doors more than 36 inches high, provide two latches, keyed alike.

D. Mains: Circuit breaker.

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

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

2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

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

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
3. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
4. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
a. Standard frame sizes, trip ratings, and number of poles.
b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
c. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.
d. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
e. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts and "b" contacts operate in reverse of circuit-breaker contacts.
f. Multipole units enclosed in a single housing or factory assembled to operate as a single unit.
g. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.

2.4 PANELBOARD SUPPRESSORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Current Technology; a subsidiary of Danahar Corporation.
2. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
3. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
4. Liebert Corporation.
5. Siemens Energy & Automation, Inc.
6. Square D; a brand of Schneider Electric.

2.5 ACCESSORY COMPONENTS AND FEATURES

A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receive, inspect, handle, and store panelboards according to NEMA PB 1.1.

B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.

C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install panelboards and accessories according to NEMA PB 1.1.

B. Equipment Mounting: Install panelboards on concrete bases, 4-inch nominal thickness. Comply with requirements for concrete base specified in Section Specifying "Concrete."
   1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around full perimeter of base.
   2. For panelboards, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
   3. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   4. Install anchor bolts to elevations required for proper attachment to panelboards.
   5. Attach panelboard to the vertical finished or structural surface behind the panelboard.

C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.

D. Mount top of trim 90 inches above finished floor unless otherwise indicated.

E. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

F. Install overcurrent protective devices and controllers not already factory installed.
   1. Set field-adjustable, circuit-breaker trip ranges.

G. Install filler plates in unused spaces.

H. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch empty conduits into raised floor space or below slab not on grade.

I. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

J. Comply with NECA 1.

3.3 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section Specifying "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section Specifying "Identification for Electrical Systems."

D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Section Specifying "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:
1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:
1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:
   a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
   b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
   c. Instruments and Equipment:
      1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

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

B. Set field-adjustable circuit-breaker trip ranges as specified in Section Specifying "Overcurrent Protective Device Coordination Study."

C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.
   1. Measure as directed during period of normal system loading.
   2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
   3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
   4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

3.6 PROTECTION

A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION

SECTION 26 28 16
ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Nonfusible switches.
   2. Enclosures.

1.3 DEFINITIONS

A. NC: Normally closed.

B. NO: Normally open.

C. 4PDT – Four Pole Double Throw

1.4 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
   1. Enclosure types and details for types other than NEMA 250, Type 1.
   2. Current and voltage ratings.
   3. Short-circuit current ratings (interrupting and withstand, as appropriate).
   4. Include evidence of NRTL listing for series rating of installed devices.
   5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
   6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Submit on translucent log-log graph paper.

B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
   1. Wiring Diagrams: For power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Field quality-control reports.

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

C. Manufacturer's field service report.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Submit on translucent log-log graph paper.

1.7 MAINTENANCE MATERIAL SUBMITTALS

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

1.8 QUALITY ASSURANCE

A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

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

D. Comply with NFPA 70.

1.9 PROJECT CONDITIONS

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

B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then

only after arranging to provide temporary electric service according to requirements indicated:
1. Notify Owner no fewer than six days in advance of proposed interruption of electric service.
2. Indicate method of providing temporary electric service.
3. Do not proceed with interruption of electric service without Owner's written permission.
4. Comply with NFPA 70E.

1.10 COORDINATION

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

PART 2 - PRODUCTS

2.1 NONFUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Type HD, Heavy Duty, Double Throw, [**240**] [**600**]-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
5. Hookstick Handle: Allows use of a hookstick to operate the handle.
6. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.2 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.
3. Kitchen or Wash-Down Areas: NEMA 250, Type 4X, [**stainless steel**].

4. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
5. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
6. Hazardous Areas Indicated on Drawings: NEMA 250, [**Type 7**] [**Type 9**].

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

C. Comply with NECA 1.

3.3 IDENTIFICATION

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

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:
1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:
1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:
   a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed

switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.

b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.

c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

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

B. Set field-adjustable circuit-breaker trip ranges as specified in Section Specifying "Overcurrent Protective Device Coordination Study".

END OF SECTION

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SECTION 26 33 53
STATIC UNINTERRUPTIBLE POWER SUPPLY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Three-phase, on-line, double-conversion, static-type, UPS units with the following features:
      a. Surge suppression.
      b. Rectifier-charger.
      c. Inverter.
      d. Controls and indications.
      e. Static bypass transfer switch.
      f. External maintenance bypass/isolation switch.
      g. Remote monitoring provisions.
      h. Battery and battery disconnect device.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GTO: Gate turn-off thyristor.

C. IGBT: Isolated gate bipolar transistor.

D. LCD: Liquid-crystal display.

E. LED: Light-emitting diode.

F. PC: Personal computer.

G. SPD: Surge protection device.

H. THD: Total harmonic distortion.

I. UPS: Uninterruptible power supply.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of UPS.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for UPS.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Shop Drawings: For UPS.
1. Include plans, elevations, sections, and mounting details.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Show access, workspace, and clearance requirements; details of control panels; and battery arrangement.
4. Include diagrams for power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Product Certificates: For each product, from manufacturer.

C. Factory Test Reports: Comply with specified requirements.

D. Product Test Reports: Indicate test results compared with specified performance requirements, and provide justification and resolution of differences if values do not agree.

E. Field quality-control reports.

F. Sample Warranties: For manufacturer's special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For UPS units to include in emergency, operation, and maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Fuses: One for every 10 of each type and rating, but no fewer than one set of each.
2. Cabinet Ventilation Filters: One complete set.

1.8 WARRANTY

A. Special Battery Warranties: Manufacturer and Installer agree to repair or replace UPS system storage batteries that fail in materials or workmanship within specified warranty period.

1. Warranted Cycle Life for Premium Valve-Regulated, Lead-calcium Batteries: Equal to or greater than that represented in manufacturer's published table, including figures corresponding to the following, based on annual average battery temperature of 77 deg F (25 deg C):

Discharge Rate	Discharge Duration	Discharge End Voltage	Cycle Life
8 hours	8 hours	1.67	40 cycles
30 minutes	30 minutes	1.67	125 cycles
15 minutes	1.5 minutes	1.67	750 cycles

B. Special UPS Warranties: Specified form in which manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within special warranty period.

1. Special Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 OPERATIONAL REQUIREMENTS

A. Automatic operation includes the following:
1. Double Conversion, IGBT:
a. Normal Conditions: Load is supplied with power flowing from the normal power input terminals, through the rectifier-charger and inverter, with the battery connected in parallel with the rectifier-charger output. High-efficiency carrier stored trench IGBT, in both rectifier-charger and inverter circuits, provides a minimum of 97 percent efficiency for the UPS system at full load and a minimum of 94 percent efficiency at 50 percent or greater load.
b. ECO Mode: The critical AC load shall be continuously powered by the bypass with the inverter available to power the load if the bypass source voltage or frequency exceeds adjustable parameters of power quality.
c. Abnormal Supply Conditions: If normal supply deviates from specified and adjustable voltage, voltage waveform, or frequency limits, the battery supplies energy to provide constant, regulated inverter power output to the load.
d. Power Failure: If normal power fails, the rectifier-charger and inverter use energy from the battery to supply constant, regulated power output to the load without switching or disturbance.
2. When power is restored at the normal supply terminals of the system, controls shall automatically synchronize the inverter with the external source before transferring the load. The rectifier-charger shall supply power to the load through the inverter and simultaneously recharge the battery.

3. If the battery becomes discharged and normal supply is available, the rectifier-charger shall charge the battery. The rectifier-charger shall automatically shift to float-charge mode on reaching full charge.
4. If any element of the UPS system fails and power is available at the normal supply terminals of the system, the static bypass transfer switch shall switch the load to the normal ac supply circuit without disturbance or interruption.
5. The output power converters shall produce up to 300 percent of rated full-load current for short-circuit clearing. The inverter shall sustain steady-state overload conditions of up to 200 percent of rated full-load current for 60 seconds in normal operation.
6. The inverter shall be capable of sustaining 150 percent of system capacity for 30 seconds while powered from the battery.
7. Should overloads persist past the time limitations, the automatic static transfer switch shall switch the load to the bypass output of the UPS. When the fault has cleared, the static bypass transfer switch shall return the load to the UPS system.
8. If the battery is disconnected, the UPS shall supply power to the load from the normal supply with no degradation of its regulation of voltage and frequency of the output bus.

B. Manual operation includes the following:
1. Turning the inverter off causes the static bypass transfer switch to transfer the load directly to the normal ac supply circuit without disturbance or interruption.
2. Turning the inverter on causes the static bypass transfer switch to transfer the load to the inverter.

C. Maintenance Bypass/Isolation Switch Operation: Switch is interlocked so it cannot be operated unless the static bypass transfer switch is in the bypass mode. Device provides manual selection among the three conditions described below without interrupting supply to the load during switching:
1. Full Isolation: Load is supplied, bypassing the UPS. Normal UPS ac input circuit, static bypass transfer switch, and UPS load terminals are completely disconnected from external circuits.
2. Maintenance Bypass: Load is supplied, bypassing the UPS. UPS ac supply terminals are energized to permit operational checking, but system load terminals are isolated from the load.
3. Normal: Normal UPS ac supply terminals are energized and the load is supplied through the static bypass transfer switch and the UPS rectifier-charger and inverter, or the battery and the inverter.

D. Environmental Conditions: The UPS shall be capable of operating continuously in the following environmental conditions without mechanical or electrical damage or degradation of operating capability, except battery performance:
1. Ambient Temperature for Electronic Components: 32 to 104 deg F .
2. Ambient Temperature for Battery: 41 to 95 deg F.
3. Relative Humidity: Zero to 95 percent, noncondensing.
4. Altitude: Sea level to 4000 feet.

2.2 PERFORMANCE REQUIREMENTS

A. UL Compliance: Listed and labeled by an NRTL to comply with UL 1778.

B. NFPA Compliance: UPS components shall be listed and labeled by an NRTL as suitable for installation in computer rooms according to NFPA 75.

C. The UPS shall perform as specified in this article while supplying rated full-load current, composed of any combination of linear and nonlinear load, up to 100 percent nonlinear load with a maximum load crest factor of 3.0, under the following conditions or combinations of the following conditions:
   1. Inverter is switched to battery source.
   2. Steady-state ac input voltage deviates up to plus 10 percent or minus 15 percent from nominal voltage.
   3. Steady-state input frequency deviates up to plus or minus 5 percent from nominal frequency.
   4. THD of input voltage is 15 percent or more with a minimum crest factor of 3.0, and the largest single harmonic component is a minimum of 5 percent of the fundamental value.
   5. Load is 100 percent unbalanced continuously.

D. Minimum Duration of Supply: If battery is sole energy source supplying rated full-load UPS current at 80 percent power factor, duration of supply is 30 minutes.

E. Input Voltage Tolerance: System steady-state and transient output performance remains within specified tolerances when steady-state ac input voltage varies plus 10 percent and minus 20 percent from nominal voltage.

F. Overall UPS Efficiency: Equal to or greater than 92 percent at 100 percent load, 94 percent at 75 percent load, and 92 percent at 25 percent load.

G. Maximum Acoustical Noise: 60, "A" weighting, emanating from any UPS component under any condition of normal operation, measured 48 inches from nearest surface of component enclosure.

H. Maximum Energizing Inrush Current: 1.5 times the full-load current.

I. AC Output-Voltage Regulation for Loads 100 Percent Unbalanced: Maximum of plus or minus 2 percent over the full range of battery voltage.

J. AC Output-Voltage Regulation for Loads 100 Percent Balanced: Maximum of plus or minus 1 percent over the full range of battery voltage.

K. Output Frequency: 60 Hz, plus or minus 0.1 percent over the full range of input voltage, load, and battery voltage.

L. Limitation of harmonic distortion of input current to the UPS shall be as follows:

1. Description: Rectifier-charger circuits shall limit THD to 5 percent, maximum, at rated full-load UPS current, for power sources with X/R ratio between 2 and 30. Provide tuned harmonic filter if required to meet harmonic distortion limit.

M. Maximum Harmonic Content of Output-Voltage Waveform: 5 percent rms total and 3 percent rms for any single harmonic, for 100 percent rated nonlinear load current with a load crest factor of 3.0.

N. Minimum Overload Capacity of UPS at Rated Voltage: 125 percent of rated full load for 10 minutes, 200 percent for 60 seconds in normal operation, and 150 percent for 30 seconds in battery operating mode.

O. Maximum Output-Voltage Transient Excursions from Rated Value: For the following instantaneous load changes, stated as percentages of rated full UPS load, voltage shall remain within stated percentages of rated value and recover to, and remain within, plus or minus 2 percent of that value within 50 ms:
1. 50 Percent: Plus or minus 3 percent.
2. 100 Percent: Plus or minus 5 percent.
3. Loss of AC Input Power: Plus or minus 1 percent.
4. Restoration of AC Input Power: Plus or minus 1 percent.

P. Input Power Factor: A minimum of 0.90 lagging when supply voltage and current are at nominal rated values and the UPS is supplying rated full-load current without additional filters.

Q. EMI Emissions: Comply with FCC rules and regulations and with 47 CFR 15 for Class A equipment.

2.3 UPS SYSTEMS

A. Description: Self-contained, battery backup device and accessories that provides three-phase electrical power in the event of failure or sag in the normal power system.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Liebert; a brand of Emerson Electric Co ; model eXM 60
2. Approved equal.

C. Electronic Equipment: Solid-state devices using hermetically sealed, semiconductor elements. Devices include rectifier-charger, inverter, static bypass transfer switch, and system controls.

D. Enclosures: Comply with NEMA 250, Type 1, unless otherwise indicated.

E. Configuration: Field-assembled, multicabinet modular style units.

F. Control Assemblies: Mount on modular plug-ins, readily accessible for maintenance.

G. Capacity Upgrade Capability: Arrange wiring, controls, and modular component plug-in provisions to permit future 25 percent increase in UPS capacity.

H. UPS Cabinet Ventilation: Redundant fans or blowers draw in ambient air near the bottom of cabinet and discharge it near the top rear.

I. Output Circuit Neutral Bus, Conductor, and Terminal Ampacity: Rated phase current times a multiple of 1.73, minimum.

2.4 SURGE SUPPRESSION

A. Protect internal UPS components from surges that enter at each ac power input connection including main disconnect switch, static bypass transfer switch, and maintenance bypass/isolation switch. Protect rectifier-charger, inverter, controls, and output components.
   1. Use factory-installed surge suppressors tested according to IEEE C62.41.1 and IEEE C62.41.2, Category B.
   2. Additional Surge Protection: Protect internal UPS components from low-frequency, high-energy voltage surges described in IEEE C62.41.1 and IEEE C62.41.2. Design the circuits connecting with external power sources and select circuit elements, conductors, conventional surge suppressors, and rectifier components and controls so input assemblies will have adequate mechanical strength and thermal and current-carrying capacity to withstand stresses imposed by 400-Hz, 180 percent voltage surges described in IEEE C62.41.1 and IEEE C62.41.2.

2.5 RECTIFIER-CHARGER

A. Capacity: Adequate to supply the inverter during rated full output load conditions and simultaneously recharge the battery from fully discharged condition to 95 percent of full charge within 10 times the rated discharge time for duration of supply under battery power at full load.

B. Output Ripple: Limited by output filtration to less than 0.5 percent of rated current, peak to peak.

C. Control Circuits: Immune to frequency variations within rated frequency ranges of normal and emergency power sources.
   1. Response Time: Field adjustable for maximum compatibility with local generator-set power source.

D. Battery Float-Charging Conditions: Comply with battery manufacturer's written instructions for battery terminal voltage and charging current required for maximum battery life.

2.6 INVERTER

The term inverter shall denote the equipment and controls to convert direct current from the rectifier or battery via the DC-DC converter to precise alternating current to power the load. The inverter shall be solid-state, capable of providing rated output power and, for increased performance, the inverter shall be a pulse-width-modulated design and shall utilize insulated gate bipolar transistors (IGBTs). To further enhance reliable performance and efficiency, the inverter shall not require an inverter output series static switch/isolator for the purposes of overload or fault isolation or transfers to bypass.

A. Description: Pulse-width modulated, IGBT with sinusoidal output. Include a bypass phase synchronization window adjustment to optimize compatibility with local engine-generator-set power source.

Overload Capability: The inverter shall be able to withstand an overload across its output terminals while supplying full rated voltage of up to 150% for 60 seconds. The inverter shall be capable of at least 200% current for short-circuit conditions including phase-to-phase, phase-to-ground and three-phase faults. After the fault is removed, the UPS shall return to normal operation without damage. If the short circuit is sustained, the load shall be transferred to the bypass source and the inverter shall disconnect automatically from the critical load bus.

B. Output Frequency: The inverter shall track the bypass continuously, providing the bypass source maintains a frequency of 60Hz ±1% (0.6 Hz).

C. Phase-to-Phase Balance: The inverter shall provide a phase-to-phase voltage displacement of no worse than ±3% with a 100% unbalanced load.

D. Inverter Fault Sensing and Isolation: The UPS shall be provided with a means to detect a malfunctioning inverter and isolate it from the critical load bus to prevent disturbance of the critical load voltage beyond the specified limits.

E. Battery Protection: The inverter shall be provided with monitoring and control circuits to protect the battery system from damage due to excessive discharge. Inverter shutdown shall be initiated when the battery voltage has reached the end of discharge voltage. The battery end-of-discharge voltage shall be calculated and automatically adjusted for partial load conditions to allow extended operation without damaging the battery. Automatic shutdown based on discharge time shall not be acceptable.

F. Inverter Bypass Operation: When maintenance is required or when the inverter cannot maintain voltage to the load due to sustained overload or malfunction, a bypass circuit shall be provided to isolate the inverter output from the load and provide a path for power directly from an alternate AC (bypass) source. The UPS control system shall constantly monitor the availability of the inverter bypass circuit to perform a transfer. The inverter bypass circuit shall consist of a continuous duty bypass static switch and an overcurrent protection device to isolate the static bypass switch from the bypass utility source. The bypass static switch shall denote the solid-state device incorporating

SCRs (silicon controlled rectifiers) that can automatically and instantaneously connect the alternate AC source to the load.

G. Static Bypass Switch Rating: The static bypass switch shall be rated for continuous duty operation at full rated load for highest reliability without the use of mechanical devices, such as those used with a momentary rated device.

H. Manual Load Transfers: A manual load transfer between the inverter output and the alternate AC source shall be initiated from the control panel. Manually initiated transfers shall be make-before-break, utilizing the inverter and the bypass static switch.

I. Automatic Load Transfers: An automatic load transfer between the inverter output and the alternate AC source shall be initiated if an overload condition is sustained for a period in excess of the inverter output capability or due to a malfunction that would affect the output voltage. Transfers caused by overloads shall initiate an automatic retransfer of the load to the inverter only after the load has returned to a level within the rating of the inverter source and the alarm has been acknowledged.

J. Momentary Overloads: In the event of a load current inrush or branch load circuit fault in excess of the inverter rating, the bypass static switch shall connect the alternate AC source to the load for at least 600 milliseconds, allowing up to 1000% of the normal rated output current to flow. Output voltage shall be sustained to the extent the alternate AC source capacity permits. If the overload condition is removed before the end of the 600-millisecond period, the bypass static switch shall turn Off and the load shall remain on inverter power. If the overload remains, then a transfer to the alternate AC source is to be completed.

K. Back-Feed Protection: As required by UL1778 and CSA, the static transfer switch shall not back-feed UPS power to the bypass distribution system while the UPS is operating on battery during a bypass power outage. The purpose of this requirement is to prevent the risk of electrical shock on the distribution system when the normal source of power is disconnected or has failed. If a shorted SCR is detected, the static transfer switch shall be isolated by an internal automatic circuit breaker and an alarm message shall be annunciated at the UPS control panel. The load shall remain on conditioned and protected power after detection of a shorted SCR and isolation of the bypass static switch.

L. Active ECO-Mode: When selected, this mode of operation shall transfer the load to the bypass source and maintain it there as long as the bypass source frequency, slew rate and voltage are within the adjusted operating parameters. While in this mode, the inverter shall remain operating to be able to instantaneously assume the load without interrupting the output voltage. Should the bypass source go outside the adjusted limits, the bypass static switch shall turn Off, isolating the load from the bypass while the inverter assumes the full critical load. The load shall be transferred from the bypass source to the inverter while maintaining the output voltage within the ITIC and CBEMA curves.

2.7 CONTROLS AND INDICATIONS

A. Description: Group displays, indications, and basic system controls on a common control panel on front of UPS enclosure.

B. Minimum displays, indicating devices, and controls include those in lists below. Provide sensors, transducers, terminals, relays, and wiring required to support listed items. Alarms include audible signals and visual displays.

C. Indications: Plain-language messages on a digital LCD.
1. Quantitative indications shall include the following:
   a. Input voltage, each phase, line to line.
   b. Input current, each phase, line to line.
   c. Bypass input voltage, each phase, line to line.
   d. Bypass input frequency.
   e. System output voltage, each phase, line to line.
   f. System output current, each phase.
   g. System output frequency.
   h. DC bus voltage.
   i. Battery current and direction (charge/discharge).
   j. Elapsed time discharging battery.
2. Basic status condition indications shall include the following:
   a. Normal operation.
   b. Load-on bypass.
   c. Load-on battery.
   d. Inverter off.
   e. Alarm condition.
3. Alarm indications shall include the following:
   a. Bypass ac input overvoltage or undervoltage.
   b. Bypass ac input overfrequency or underfrequency.
   c. Bypass ac input and inverter out of synchronization.
   d. Bypass ac input wrong-phase rotation.
   e. Bypass ac input single-phase condition.
   f. Bypass ac input filter fuse blown.
   g. Internal frequency standard in use.
   h. Battery system alarm.
   i. Control power failure.
   j. Fan failure.
   k. UPS overload.
   l. Battery-charging control faulty.
   m. Input overvoltage or undervoltage.
   n. Input transformer overtemperature.
   o. Input circuit breaker tripped.
   p. Input wrong-phase rotation.
   q. Input single-phase condition.
   r. Approaching end of battery operation.
   s. Battery undervoltage shutdown.
   t. Maximum battery voltage.

u. Inverter fuse blown.
v. Inverter transformer overtemperature.
w. Inverter overtemperature.
x. Static bypass transfer switch overtemperature.
y. Inverter power supply fault.
z. Inverter transistors out of saturation.
aa. Identification of faulty inverter section/leg.
bb. Inverter output overvoltage or undervoltage.
cc. UPS overload shutdown.
dd. Inverter current sensor fault.
ee. Inverter output contactor open.
ff. Inverter current limit.

4. Controls shall include the following:
   a. Inverter on-off.
   b. UPS start.
   c. Battery test.
   d. Alarm silence/reset.
   e. Output-voltage adjustment.

D. Dry-form "C" contacts shall be available for remote indication of the following conditions:
   1. UPS on battery.
   2. UPS on-line.
   3. UPS load-on bypass.
   4. UPS in alarm condition.
   5. UPS off (maintenance bypass closed).

E. Emergency Power off Switch: Capable of local operation and operation by means of activation by external dry contacts.

2.8 STATIC BYPASS TRANSFER SWITCH

A. Description: Solid-state switching device providing uninterrupted transfer with a contactor or electrically operated circuit breaker to automatically provide electrical isolation for the switch.

B. Switch Rating: Continuous duty at the rated full-load UPS current, minimum.

C. Input SPD: 80 kA.

2.9 MAINTENANCE BYPASS/ISOLATION SWITCH

A. Description: Manually operated switch or arrangement of switching devices with mechanically actuated contact mechanism arranged to route the flow of power to the load around the rectifier-charger, inverter, and static bypass transfer switch.
   1. Switch shall be electrically and mechanically interlocked to prevent interrupting power to the load when switching to bypass mode.
   2. Switch shall electrically isolate other UPS components to permit safe servicing.

3. Switch shall electrically isolate the rectifier-charger, inverter, and static bypass transfer switch from the load, but shall allow primary power to the UPS for testing.

B. Comply with NEMA PB 2 and UL 891.

C. Switch Rating: Continuous duty at rated full-load UPS current.

D. Mounting Provisions: Separate wall- or floor-mounted unit.

E. Key interlock with key that is released only when the rectifier-charger and inverter are bypassed by the static bypass transfer switch. Key shall be required to unlock maintenance bypass/isolation switch before switching from open (normal) position to closed position. Lock shall be designed specifically for mechanical and electrical component interlocking.

2.10 REMOTE MONITORING

A. Description: Communication module in unit control panel provides capability for remote monitoring of status, parameters, and alarms specified in "Controls and Indications" Article. The remote computer and the connecting signal wiring are not included in this Section. Include the following features:
1. Connectors and network interface units for data transmission via RS-485, Ethernet, or web-based link.
2. Software designed for control and monitoring of UPS functions and to provide on-screen explanations, interpretations, diagnosis, action guidance, and instructions for use of monitoring indications and development of meaningful reports. Permit storage and analysis of power-line transient records. Designs for Windows applications, software, and computer are not included in this Section.
3. Software and Hardware: Compatible with that specified in Section 26 09 13 "Electrical Power Monitoring and Control."

2.11 Battery Plant

The battery plant shall comply with the specifications of Matching Battery Power Pack.

A. Matching Battery Power Pack (VRLA Battery)
1. The battery power pack shall consist of sealed, valve-regulated batteries and a properly rated circuit breaker (288VDC nominal, 600VDC maximum) for isolating the battery pack from the UPS. The battery cells and disconnect breaker shall be installed and housed in a NEMA-1 cabinet, matching the UPS style and design.
2. The battery system shall be sized to support a 54 kW load for 30 minutes. The battery system shall provide 100% initial capacity upon delivery.

B. The battery shall be lead-calcium, sealed, valve-regulated type with a 3-year full warranty and a 7-year pro rata warranty under full float operation. The battery design shall utilize absorbent glass mat (AGM) technology to immobilize the electrolyte.

C. Batteries are very heavy. Ensure that the floor where the battery cabinet is located can support the weight of the loaded battery rack. Special concerns are the concentrated loads at rack support feet and locating the batteries on a raised floor.

D. Description: Valve-regulated, recombinant, lead-calcium units, factory assembled in an isolated compartment of UPS cabinet, complete with battery disconnect switch.
   1. Arrange for drawout removal of battery assembly from cabinet for testing and inspecting.

2.12 BATTERY-CYCLE WARRANTY MONITORING

A. Description: Electronic device, acceptable to battery manufacturer as a basis for warranty action, for monitoring of charge-discharge cycle history of batteries covered by cycle-life warranties.

B. Performance: Automatically measure and record each discharge event, classify it according to duration category and total discharges according to warranty criteria, and display remaining warranted battery life on front panel display.

C. Additional monitoring functions and features shall include the following:
   1. Measuring and Recording: Total voltage at battery terminal. Initiate an alarm for excursions outside the proper float-voltage level.
   2. Monitoring: Ambient temperature at battery; initiate an alarm if temperature deviates from normally acceptable range.
   3. Keypad on Device Front Panel: Provide access to monitored data using front panel display.
   4. Alarm Contacts: Arrange to initiate remote alarm for battery discharge events, abnormal temperature, and abnormal battery voltage or temperature.
   5. Memory: Store recorded data in nonvolatile electronic memory.
   6. Ethernet Port: Permits downloading of data to a PC.

2.13 SOURCE QUALITY CONTROL

A. Factory test complete UPS system before shipment. Use the same type of batteries that are part of final installation. Include the following:
   1. Test and demonstration of all functions, controls, indicators, sensors, and protective devices.
   2. Full-load test.
   3. Transient-load response test.
   4. Overload test.
   5. Power failure test.

B. Observation of Test: Give 7 days' advance notice of tests and provide opportunity for Owner's representative to observe tests at Owner's choice.

C. Report test results. Include the following data:

1. Description of input source and output loads used. Describe actions required to simulate source load variation and various operating conditions and malfunctions.
2. List of indications, parameter values, and system responses considered satisfactory for each test action. Include tabulation of actual observations during test.
3. List of instruments and equipment used in factory tests.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for conditions affecting performance of the UPS.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Verify installation conditions are representative of the conditions used in the coordination studies for the electrical system. Provide fuse protection according to Section 26 28 13 "Fuses" if required for coordination with UPS overcurrent protective device requirements.

3.2 INSTALLATION

A. Comply with NECA 1.

B. Wiring Method: Install cables in raceways and cable trays except within consoles, cabinets, desks, and counters and except in accessible ceiling spaces and in gypsum board partitions where unenclosed wiring method may be used. Conceal raceway and cables except in unfinished spaces.
   1. Comply with requirements for cable trays specified in Section 26 05 36 "Cable Trays for Electrical Systems."
   2. Comply with requirements for raceways and boxes specified in Section 26 05 33 "Raceways and Boxes for Electrical Systems."

C. Wiring Method: Conceal conductors and cables in accessible ceilings, walls, and floors where possible.

D. 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.

E. Maintain minimum clearances and workspace at equipment according to manufacturer's written instructions and NFPA 70.

F. Connections: Interconnect system components. Make connections to supply and load circuits according to manufacturer's wiring diagrams unless otherwise indicated. Apply oxide inhibitor on battery terminals.

3.3 GROUNDING

A. Separately Derived Systems: If not part of a listed power supply for a data-processing room, comply with NFPA 70 requirements for connecting to grounding electrodes and for bonding to metallic piping near isolation transformer. Comply with requirements in Section 26 05 26 "Grounding and Bonding for Electrical Systems."

B. Separately Derived Systems: If part of a listed power supply for a data-processing room, comply with manufacturer's written instructions that include grounding requirements in excess of NFPA 70 requirements for connecting to grounding electrodes and for bonding to metallic piping near isolation transformer. Comply with requirements in Section 26 05 26 "Grounding and Bonding for Electrical Systems."

3.4 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."
   1. Identify each battery cell individually.

3.5 BATTERY EQUALIZATION

A. Equalize charging of battery cells according to manufacturer's written instructions. Record individual-cell voltages.

3.6 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections with the assistance of a factory-authorized service representative.

C. Tests and Inspections:
   1. Inspect interiors of enclosures, including the following:
      a. Inspect anchorage, alignment, grounding, and required clearances.
      b. Component type and labeling verification.
      c. Ratings of installed components.
   2. Test static transfer from inverter to bypass and back. Use normal load, if possible.
   3. Verify synchronizing indicators for static switch and bypass switches.
   4. Test direct current system's batteries.
      a. Verify adequacy of battery support racks, mounting, anchorage, alignment, grounding, and clearances.
      b. Measure each cell voltage and total battery voltage with charger energized and in float mode of operation.
      c. Perform a load test according to manufacturer's published data or IEEE 450.

d. Measure charger float and equalizing voltage levels. Adjust to battery manufacturer's recommended settings.

D. The UPS system will be considered defective if it does not pass tests and inspections.

E. Record of Tests and Inspections: Maintain and submit documentation of tests and inspections, including references to manufacturers' written instructions and other test and inspection criteria. Include results of tests, inspections, and retests.

F. Prepare test and inspection reports.

3.7 DEMONSTRATION

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

END OF SECTION