

# Project Manual

## POKAGON STATE PARK TOBOGGAN RUN PIPING UPGRADES CONSTRUCTION DOCUMENTS ISSUE

Public Works Project Number: ENG2003780646



### OWNER

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF ENGINEERING  
402 W. WASHINGTON STREET, ROOM W299  
INDIANAPOLIS, IN 46204

### DESIGNER

APPLIED ENGINEERING SERVICES, INC.  
5975 CASTLE CREEK PARKWAY N DRIVE, SUITE 300  
INDIANAPOLIS, INDIANA 46250

CONSTRUCTION DOCUMENTS: October 30, 2020



# Certification Page

## POKAGON STATE PARK TOBOGGAN RUN PIPING UPGRADES

**DAPW Project Number: ENG2003780646**

**Applied Engineering Project Number: 19-110**

*Prepared for:*

**Department of Natural Resources  
Division of Engineering  
402 W. Washington Street, Room W299  
Indianapolis, IN 46204**

### Construction Documents

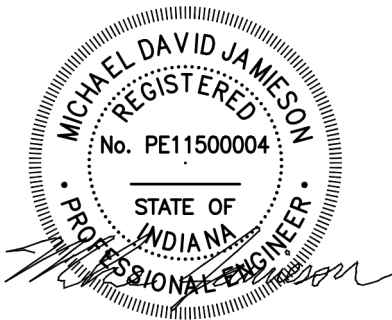
**Issue Date**

**10/30/2020**

**Bid Date**

**12/09/2020**

*Certified by:*



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Mike Jamieson, P.E. - Mechanical  
Registered Professional Engineer No.  
11500004  
State of Indiana



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Loren Horan, P.E. - Electrical  
Registered Professional Engineer No.  
11100325  
State of Indiana



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## STATE OF INDIANA

Eric J. Holcomb, Governor

### NOTICE TO BIDDERS

BY STATE OF INDIANA DEPARTMENT OF ADMINISTRATION. PUBLIC WORKS DIVISION FOR A PUBLIC WORKS CONSTRUCTION PROJECT ESTIMATED AT ONE HUNDRED FIFTY THOUSAND DOLLARS OR ABOVE

SEALED BIDS FOR:

**PROJECT NO. ENG2003780646**  
**Pokagon State Park**  
**Refurbishment of Toboggan Run and Piping**  
**Steuben County**

will be received from Contractors, holding a current Certificate of Qualification, at the Division of Engineering, Department of Natural Resources, 402 W. Washington St., Room W299, Indianapolis, Indiana, 46204 until 1:31 P.M. (Indianapolis Time), December 9, 2020, after which all bids will be publicly opened and read in the appropriate bid room.

State Certified Minority and Women-Owned firms are encouraged to submit bids on this project as a prime contractor or through a prime contractor.

Copies of the detailed Instructions to Bidders and Drawings and/or Specifications dated October 2020, may be obtained from: Department of Natural Resources Division of Engineering Website <http://www.in.gov/dnr/engineer/2908.htm> for a non-refundable fee of \$0.00. Contractors are responsible for checking this website for additional documents or addenda that may be added before the bid opening date.

Bids shall be taken from Prime Contractors pre-qualified by the Public Works Certification Board in the following classification/s: 1542.01 Institutional Buildings (Hospitals, Schools, Prisons) or 1711.04 Refrigeration.

The Specified construction period is 240 calendar days. The State of Indiana reserves the right to reject any and all bids.

A goal of 7% MBE and 5% WBE has been set for this project.

**Project Manager:**

Matt Pore (317) 234-0176  
mpore@dnr.IN.gov

Dated: October 19, 2020

**Director of Public Works:**

Robert Grossman, Director

**Pre-Bid Information:**

**Pre-Bid Meeting is**

November 12, 2020 @ 10:30 a.m. Eastern Time at the Toboggan Run, Pokagon State Park, Angola, IN





## INSTRUCTIONS TO BIDDERS

### PROJECT ESTIMATED BY DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION TO BE BID AT ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) AND ABOVE

#### 01 GENERAL

- A. This project is estimated by the Public Works Division, Indiana Department of Administration (the Owner), as stated in the Notice to Bidders, at One Hundred Fifty Thousand Dollars (\$150,000) and above.
- B. QUALIFICATION BY THE CERTIFICATION BOARD IS REQUIRED FOR THIS PROJECT PRIOR TO BID OPENING DATE. For information and procedure contact Executive Secretary, Certification Board, Indiana Department of Administration, 402 W. Washington St., Room W467, Indianapolis, Indiana 46204 or phone (317) 232-3005.

#### 02 PROJECT NUMBER, DESCRIPTION AND LOCATION is as stated in the Notice to Bidders.

#### 03 TITLE AND DEFINITIONS

Said building and/or land upon which it stands is the property of the State of Indiana. All references to the title owner of said property hereinafter will be by the term "State" and all references to the person, firm, or corporation awarded the contract for the project will be by the term "Contractor". All references to Designer shall refer to the consulting person or firm employed to contract with the Public Works Division, Indiana Department of Administration to provide architectural, engineering or other consulting services for the project, or to the Public Works Division. The preparation and issuance of contracts for this project are the responsibility of the Commissioner of the Indiana Department of Administration acting with approval of the Governor.

Contract: A written agreement between two or more parties enforceable by law.

Contractor: A person who has entered into or seeks to enter into a contract with Public Works Division.

Prime Contractor: A person or business which is primarily responsible for providing goods and service or performing a specific service, etc. under contract. A prime contractor can also be a Minority Business Enterprise.

Subcontractor: A person or a business who has a direct contract with a prime contractor who is under contract to provide goods and services or perform a specific service.

Joint Venture: An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

Manufacturer: A supplier that produces goods from raw materials or substantially alters them before resale.

Minority or Women Business Enterprise (M/WBE): A business concern which is certified as at least fifty-one percent (51%) owned and controlled by a woman or women or, one or more of the individuals classified as a minority group which includes: African Americans, Hispanic Americans, Asian Americans, and other racial minorities.

Supplier: Any person or entity engaged to furnish goods, materials and/or equipment, but no on-site labor, is capable of furnishing such goods, materials and/or equipment either directly from its own stock or by ordering materials and/or equipment directly from a manufacturer, and is engaged to furnish such goods, materials and/or equipment directly to a prime contractor or one of its subcontractors.

#### 04 PRE-BIDDING, BIDDING AND POST BIDDING REQUIREMENTS

- A. The Director, Public Works Division will authorize the Designer to issue bidding documents, construction documents and addenda to bidders.
- B. It is recommended that all Bidders visit the site prior to submitting bid, and become thoroughly familiar with the existing site conditions and work to be performed, as indicated in the bidding documents, construction documents and addenda. Extra compensation or extension of time will not be allowed for failure to examine the site prior to bidding.
- C. During the bidding period, should questions arise as to the meaning of any part of the bidding documents, construction documents or addenda that may affect the Bidder, the Bidder shall contact the Designer and/or Public Works Division and submit a written request for clarification. The Designer and/or Public Works Division will make such clarification only by written Addendum that will be mailed to each document holder or may be obtained at the office of the Designer and/or Public Works Division. By submitting a bid, the Bidder acknowledges procurement of all Addenda. No written request for clarification will be accepted by the Designer and/or Public Works Division later than fourteen (14) calendar days prior to the scheduled bid date.

- D. Bid as described in Contractor's Bid (DAPW 13) shall include Base Bid (in figures and in words) and Alternates as specified in Section entitled Alternates. In verifying bids, word amounts shall have precedence over figure amounts.
- E. Alternate amount(s) shall be listed where indicated. Add Alternates are not to be included in the Base Bid Scope of Work. Deduct Alternates are to be included in the Base Bid Scope of Work. The bid form must be signed. Note that by signing the bid document, the Bidder is acknowledging the procurement of all addenda and is certifying that the bid recognizes all items in all addenda.
- F. A bid by a corporation shall be in the legal name of the corporation followed by the word "by" and the signature of the president. The secretary of the corporation shall sign indicating his/her authority to sign. A Certificate of Corporate Resolution (DAPW 41) is required with and as a part of the bid if anyone other than the president of the corporation is signing bid documents.
- G. *The Form 96A-Questionnaire and Financial Statement is no longer required to be submitted.* The Director, Public Works Division reserves the right to request additional financial information or contractor experience as a basis for rejection of bid or award of contract.
- H. Each Bidder must file with his bid a Non-Collusion Statement (DAPW-121) signed by the same authorized person(s) who signed the bid.
- I. Each Bidder must file with his bid a completely filled in and executed Bid Bond (DAPW 15A) in accordance with IC 4-13.6-7-5. The bid bond penal sum shall be the minimum amount of five percent (5%) of the bid including all additive alternates.
- J. Each Bidder must file with his bid a completed M/WBE Participation Plan and Good Faith Effort Work Sheet (DAPW 26SUP2). Refer to the Supplement to the General Conditions for M/WBE Participation Policy (DAPW 26SUP1) for specific requirements.
- K. Each Bidder must file with his bid, the completed Contractor's Affidavit of Subcontractors Employed (DAPW 12) only if he proposes to perform any work with a subcontract amount of \$150,000.00 or more.
- L. Each bidder must file with his bid an Employee Drug Testing Plan (DAPW 150A) in accordance with IC 4-13-18 (P.L. 160-2006), or evidence that the contractor is subject to a collective bargaining agreement containing drug testing requirements that comply with IC 4-13-18.
- M. Each Bidder must include his Federal ID number or Social Security number on page 1 of 3 of the Bid Form (DAPW 13). All required bid documents must contain original hand written signatures.
- N. All documents required by statute, rule or these instructions to be included in the bid, must be submitted together in a single sealed envelope, plainly marked with the Name of Bidder, Project Identification, Project Number, Bid Time and Bid Date. Bids shall be rejected if all required documents are not in the single sealed envelope.
- O. A Bidder with proper identification may withdraw his bid at any time prior to the scheduled time for receipt of the bids; however, no bid may be withdrawn without written consent of the Director, Public Works Division for a *period of sixty (60) days after the date of the bid opening*, or unless extended in accordance with IC 4-13.6-6-4. Bids received after the designated due time for any reason, shall be rejected and returned unopened to the Bidder. The Director, Public Works Division reserves the right to reject any or all bids.
- P. Subcontractors whose work will equal or exceed One Hundred Fifty Thousand Dollars (\$150,000.00) must attain a Certificate of Qualification by the Certification Board before commencing any work on this project. Note paragraph 01. (B) above.
- Q. All Bidders (corporations) must be in good standing with the Indiana Secretary of State.

**05 SIGNATURE AFFIDAVIT**

- A. A Signature Affidavit (DAPW-14) containing the Bidder's authorized signature(s), properly notarized, may be submitted as a signature supplement to all other bid documents, except the bid bond, including:
  1. Contractor's Bid (DAPW 13)
  2. Non-Collusion Statement (DAPW-121)
  3. Contractor's Affidavit of Subs Employed (DAPW 12)
  4. M/WBE Participation Plan and Good Faith Effort Work Sheet (DAPW 26 SUP 2)
- B. All documents herein before required with the bid may be unsigned if the signature affidavit is submitted, except for the BID BOND. BIDDER MUST SIGN THE BID BOND.

NOTE: SIGNING THE SIGNATURE AFFIDAVIT OR BID FORM IS ACKNOWLEDGMENT OF PROCUREMENT OF ALL ADDENDA AND CERTIFICATION BY BIDDER THAT THE BID RECOGNIZES ALL ITEMS IN ALL ADDENDA.

06      WORK BY CONTRACTOR

The Contractor shall perform a minimum of 15% of the value of work (measured in dollars of the total contract price) with his own forces, and not more than 85% of the value of work is to be subcontracted.

07      SUBSTITUTIONS

The materials, products, systems and equipment described in the bidding documents, construction documents and addenda establish a standard or required function, dimension, appearance and quality that shall also be met by any proposed substitution. No substitution by manufacturer, or trade name of product named, or of a quality specified will be considered unless written request for approval has been submitted by the Bidder and has been received by the Designer and/or Public Works Division at least fourteen (14) calendar days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Designer and/or Public Works Division decision of approval or disapproval of the proposed substitution shall be final. Products, materials or systems not specified or approved prior to bidding, shall not be accepted for use in this project. All such substitutions accepted shall be acknowledged by addendum. See paragraph. 04 (C).

08      NONDISCRIMINATION

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract. Pursuant to IC 5-16-6-1, the contractor agrees:

- A. that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, disability, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates; and
- B. that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry; and
- C. that there may be deducted from the amount payable to the contractor by the State of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- D. that this contract may be canceled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

09      EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

The contractor shall submit, before work begins the E-Verify case verification number for each individual who is required to be verified under IC 22-5-17. An individual who is required to be verified under IC 22-5-17 whose final case result is final nonconfirmation may not be employed on the public works project.

A contractor may not pay cash to any individual employed by the contractor for work done by the individual on the public works project.

A contractor must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and IC 22-2-2-1 through IC 22-2-2-8. A contractor must be in compliance with IC 22-3-5-1 and IC 22-3-7-34. A contractor must be in compliance with IC 22-4-1 through IC 22-4-395. A contractor must be in compliance with IC 4-13-18-1 through IC 4-13-18-7.

## 10 NOTICE OF AWARD

- A. Prior to execution of the Contract, in accordance with IC 4-13.6-5-2, the Director of Public Works may require additional submittals from Bidder/s to clarify contractor's experience and plans for performing the proposed work. Submittals which may be required include a critical path construction schedule which coordinates all significant tasks sequences and durations; schedule of values, and documentation of efforts to include minority and woman owned businesses in the proposed work. The Director may require Bidder/s to provide a comprehensive list of subcontractors and suppliers within 24 hours of receipt of bids.
- B. Prior to execution of the Contract, the successful Bidder shall furnish a completed Domestic Steel Affidavit (DAPW-11) to Public Works Division, Indiana Department of Administration as part of the contract. The Domestic Steel Affidavit is included for Bidder's review but need not be submitted at the time of the bid opening. Definition of Steel Products:
- "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- C. Prior to execution of the Contract, the successful Bidder shall furnish a completed Contractor's Bond for Construction (DAPW 15) (combined performance and payment bond) to Public Works Division, Department of Administration as part of the contract. The Bond form is included for Bidder's review but need not be submitted at the time of the bid opening.
- D. Prior to execution of the Contract, the successful Bidder shall furnish a completed Contractor's Certificate of Insurance (DAPW 16) to Public Works Division, Department of Administration as part of the contract. The Insurance form is included for Bidder's review but need not be submitted at the time of the bid opening.
- E. Prior to execution of the Contract, the State of Indiana will issue to the successful Bidder a letter stating that his bid was the lowest responsible and responsive bid and that the enclosed contract document is submitted to him for his consideration. If he finds it in accordance with the bid documents, it is to be returned to Public Works Division by certified mail or in person within ten (10) calendar days after receipt for further execution and with the caution that a contract will not exist until it is signed by all signatories required. Failure to execute the proper contract and furnish the ancillary documents shall constitute reason to surrender the bid bond.
- F. Concurrent with execution of the Contract, the successful Bidder may be required to furnish executed copies of Contractor-Subcontractor agreements as required in Article 5 of the General Conditions.

11 SUMMARY

All required bid documents must contain original hand written signatures. Complete documents to be submitted with this bid:

- A. The Bid Bond (DAPW-15A) must be signed by both the Bidder and Bonding Company. The Bonding Company must also attach a Power of Attorney. Bid bond information, may be on the Bonding Company's standard form.
- B. The Contractor's Bid (DAPW-13)
  - Page 1: State the amount of the bid in figures and words.
  - Page 2: State the amount of the alternate(s), indicate add, deduct or no change (READ CAREFULLY).
  - Page 3: Authorized signature of the Company. If the signature affidavit is completed and submitted with the bid, this page must be submitted but need not be signed or notarized.
- C. The Signature Affidavit (DAPW-14) must contain the completed authorized signatures properly notarized and submitted with the bid as a supplement.

This Signature Affidavit shall fulfill all of the signature requirements. NOTE: The Signature Affidavit does not apply to the Bid Bond (DAPW 15A). The Bid Bond document must be fully completed with all required signatures and submitted with the bid.
- D. The Non-Collusion Statement (DAPW-121) must be signed by the same authorized person(s) who signed the bid documents. If the signature affidavit is completed and submitted with bid, this form shall be submitted, but need not be signed.
- E. For corporations, if anyone other than the president of the corporation signs, a Certificate of Corporate Resolution (DAPW 41) giving signature authority for the signer must be included.
- F. M/WBE Participation Plan and M/WBE Good Faith Effort Work Sheet (DAPW 26SUP2) must be completed and signed by the same authorized person who signed the bid documents.
- G. The completed Contractor's Affidavit of Subcontractors Employed (DAPW-12) whose subcontract amount will be \$150,000.00 or more.
- H. The completed plan for Contractor's Employee Drug Testing Plan (or statement of collective bargaining agreement).
- I. One copy only of the Bid Documents is required. Bidders may remove and use the Documents included in the project specifications or use reproductions of the Documents.

12 INDIVIDUAL BIDS SHALL BE REJECTED BY THE DIRECTOR, PUBLIC WORKS DIVISION FOR THE FOLLOWING REASONS (IC 4-13.6-5-2; IC 4-13.6-6-1; 25 IAC 2-6-5)

- A. If the bid envelope is not sealed at the time of submission; if the envelope does not clearly identify the project number and description; if the name of the Bidder is not clearly indicated on the outside of the envelope and/or if the envelope is not date and time stamped by Public Works Division prior to the stated time for receipt of bids.
- B. If the estimated base bid cost exceeds \$150,000.00 and the bidding contractor is not certified by Public Works Certification Board to offer bids in one of the specified categories.
- C. If the bidding contractor is under suspension by the Director of Public Works or by the Public Works Certification Board.
- D. If the bidding contractor is a trust and does not identify all beneficiaries and empowered settlors of the trust.
- E. If the contractor's drug plan is not included in the bid documents pursuant to and complies with IC 4-13-18

13 INDIVIDUAL BIDS MAY BE REJECTED BY THE DIRECTOR, PUBLIC WORKS DIVISION FOR THE FOLLOWING REASONS (25 IAC 2-6-5)

- A. If the Contractor's Bid (DAPW 13) Non-Collusion Statement (DAPW 121) and/or Bid Bond (DAPW 15A) are not signed and notarized as required by these instructions, or the Signature Affidavit (DAPW 14) and the Bid Bond (DAPW 15A) are not signed and notarized as allowed as an alternative.
- B. If all required bid or alternate(s) amounts, or unit prices are not submitted with the bid when specifically called for by the specifications issued for the project.

- C. When the Bidder adds any provision reserving the right to accept or reject the award, or if the Bidder adds conditions or alternates to his bid not requested (voluntary alternates), or if there are unauthorized additions or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or amount.
- D. When no bids received are under or within funds that can be appropriated, or within the Designer's estimate or when situations develop which make it impossible or not practical to proceed with the proposed work.
- E. If, subsequent to the opening of the bids, facts exist which would disqualify the Bidder, or that such Bidder is not deemed by the Director, Public Works Division to be responsive or responsible.
- F. If an out-of-state contractor is not registered with the Indiana Secretary of State or if any bidding contractor is not in good standing with the Secretary of State.

**CONTRACTOR'S AFFIDAVIT OF SUBS EMPLOYED**

Public Works Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

Form Submitted for Bid: \_\_\_\_\_ Contract: \_\_\_\_\_ or Payment No.: \_\_\_\_\_

The following companies are subcontractors on this project for the amount indicated:

Subcontractor Name	Subcontract For	Subcontract Amount	Revised Amount	DAPW Certified Y/N	MBE WBE	On Site Y/N

\_\_\_\_\_ being duly sworn upon oath, deposes and says that he is \_\_\_\_\_ of the firm of \_\_\_\_\_ and is familiar with the affidavit herewith and that these entries are complete and true.

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } SS:

\_\_\_\_\_ personally appeared before me, a Notary Public, in and for said County and State, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

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

\_\_\_\_\_  
 NOTARY PUBLIC - SIGNATURE

\_\_\_\_\_  
 NOTARY PUBLIC PRINTED NAME

(SEAL)





GENERAL BID FOR PUBLIC WORKS

CONTRACTOR'S BID

For \_\_\_\_\_  
(Insert class of work)

Project Number \_\_\_\_\_

Project Description (Title) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

To: Department of Administration, Public Works Division  
Room W467  
402 West Washington Street  
Indianapolis, Indiana 46204

Pursuant to notices given, the undersigned proposes to furnish and install work  
in accordance with the construction documents prepared by:

\_\_\_\_\_  
(Designer Name, Address, Telephone)

-----

for the sum of \_\_\_\_\_  
(State amount in words)

\_\_\_\_\_ \$ \_\_\_\_\_  
(State amount in figures)

If required add attachment for all unit prices called for in the Specifications.

\_\_\_\_\_ Federal I.D. Number or Social Security Number

Contractor's Email address \_\_\_\_\_  
(Contract and Purchase Order will be sent to email address provided)

Bidder ID Number \_\_\_\_\_

(If you do not have an Indiana Department of Administration Bidder ID Number, please obtain one online at:  
<http://www.in.gov/idoa/2464.htm> )

ALTERNATE BIDS

Add Alternates Are Not to be included as part of the Base Bid Scope of Work.

Deduct Alternates are items of work that Are to be included in the Base Bid Scope of Work, and deducted from the project as described herein.

The work shall be as described in Section, ALTERNATES.

Bidder shall provide a response to each alternate specified. Response must indicate the amount to be ADDED to the base bid, DEDUCTED from the base bid, or that there is NO CHANGE.

Failure to respond to all alternates may cause the bid to be rejected.

BIDDER SHALL CHECK APPLICABLE BOX for each listed alternate.

Alternate No. \_\_\_ ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ AMOUNT \$ \_\_\_\_\_

Alternate No. \_\_\_ ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ AMOUNT \$ \_\_\_\_\_

Alternate No. \_\_\_ ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ AMOUNT \$ \_\_\_\_\_

Alternate No. \_\_\_ ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ AMOUNT \$ \_\_\_\_\_

Alternate No. \_\_\_ ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ AMOUNT \$ \_\_\_\_\_

Alternate No. \_\_\_ ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ AMOUNT \$ \_\_\_\_\_

Ethics Compliance. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

-----  
IN TESTIMONY WHEREOF, the Bidder (a sole proprietor) has hereunto set his hand  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Proprietorship (Company Name)

(INDIVIDUAL)

\_\_\_\_\_  
Bidder (Owner)

-----  
IN TESTIMONY WHEREOF, the Bidder (a partnership) has hereunto set their hands  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Partner

-----  
IN TESTIMONY WHEREOF, the Bidder (a corporation) has caused this proposal to be signed by its  
President or other authorized signatory and Secretary this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Corporation Name

\_\_\_\_\_  
By President or Other Authorized Signatory

\_\_\_\_\_  
Secretary

If the bid is signed by other than the President, a Corporation Resolution designating other authorized signatory shall be submitted with this bid unless already on file with the Certification Board of the Public Works Division.

-----  
BY SIGNING THIS BID THE BIDDER ACKNOWLEDGES PROCUREMENT OF ALL ADDENDA AND  
CERTIFIES THAT THIS BID RECOGNIZES ALL ITEMS IN ALL ADDENDA.



**SIGNATURE AFFIDAVIT**

PROJECT NO: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
 } SS:  
 COUNTY OF \_\_\_\_\_ }

Before me, the undersigned notary public, appeared \_\_\_\_\_ and being duly  
 (name of bidder)

sworn, on his oath says that he/she is \_\_\_\_\_  
 (president, general partner, owner)

of \_\_\_\_\_, bidder on Project No. \_\_\_\_\_, and  
 (name of company)

Affirmed that:

1. This bid is submitted in good faith in the amount stated herein, and will be fulfilled according to the Contract Documents (contract, general and supplemental conditions, technical specification, drawings and addenda thereto), if his bid is accepted; and
2. The statements are true contained in the Non-Collusion Statement, and as applicable, the Contractor's Affidavit of Subs Employed, the M/WBE Participation Plan and the M/WBE Good Faith Effort Work Sheet.

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed name)

\_\_\_\_\_  
 (Printed or typed name of company)

(must be signed by principal of organization)

STATE OF \_\_\_\_\_ }  
 } SS:  
 COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_ personally appeared before me, a Notary Public, in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

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

\_\_\_\_\_  
 NOTARY PUBLIC – SIGNATURE

\_\_\_\_\_  
 NOTARY PUBLIC PRINTED NAME

(SEAL)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Contractor's Name and Address)

as Principal, hereinafter called the Principal, and the \_\_\_\_\_  
(Bonding Company Name)

a corporation duly organized under the laws of the State of \_\_\_\_\_  
as Surety, hereinafter called the Surety, are held and firmly bound unto Public Works Division/Department of  
Administration, State of Indiana, as Obligee, hereinafter called the Obligee,

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

WHEREAS, the Principal has submitted a bid for: (insert State Project Number, Description and Location)

Project No. \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

By: \_\_\_\_\_  
(Title)

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

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

\_\_\_\_\_  
(Attorney-in-fact)





**I. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN**

A Respondent is expected to submit in each response a Minority and Women's Business Enterprises Participation Plan in accordance with IC 4-13-16.5 and 25 IAC 5. The Plan must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBD) directory of certified firms. Respondents must indicate the name of the MBE and WBE with which it will work, the contact name and phone number at the firm(s), the service supplied by the firm(s), the specific dollar amount from this contract that will be directed toward each firm, and the approximate date these products and/or services will be utilized. If participation is met through use of vendors who supply products and/or services, the Respondent must also indicate the vendor's tax ID number as well as provide a description of products and/or services provided to the Respondent that are directly related to this proposal and the cost of direct supplies for this proposal. All prime contractors, including MBE and WBE prime contractors, must meet the contract goals through use of subcontractors. MBE and WBE prime contractors will get no credit toward the contract goal for the use of its own workforce. The State does not accept national plans.

Failure to meet these requirements will affect the evaluation of your Proposal. The Department reserves the right to verify all information included in the Plan.

Respondents are encouraged to contact and work with MWBD to design a plan to meet established goals. MWBD's website address is [www.IN.gov/idoa/minority/](http://www.IN.gov/idoa/minority/) and contains a complete list of all the Department's certified MBE's and WBE's.

**Minority & Women's Business Enterprises Participation  
Letter of Commitment**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the Plan. This letter(s) shall state and will serve as acknowledgement from the MBE and/or WBE of its amount of participation, the scope of products and/or services, and approximate date these products and/or services will be utilized.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the Plan should be directed to MWBD's Compliance Unit at 317/232-3061

**MBE/WBE PARTICIPATION PLAN**

RFP # / Bid # / Quote # \_\_\_\_\_ DUE DATE \_\_\_\_\_

(Circle One)

RFP / BID / QUOTE NAME \_\_\_\_\_

(Circle One)

RESPONDENT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE ( ) \_\_\_\_\_

The following MBE and/or WBE's listed in the MWBD directory will be participating in the contract:

<u>MBE/WBE</u>	<u>P HONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS/SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>

**\*If additional room is necessary, indicate here \_\_\_\_\_. Please attach a separate page.**

**THIS DOCUMENT MUST BE INCLUDED IN YOUR RESPONSE**



**Indiana Department of Administration  
Public Works and State Office Building Commission  
GOOD FAITH EFFORTS WORKSHEET**

BIDDER \_\_\_\_\_

BID/PROJECT NUMBER \_\_\_\_\_

CONTRACT GOALS    7% MBE        5% WBE

List the M/WBEs contacted and complete the following information for each. Copies of all communications to and from each vendor should be maintained.

Company Name and Address	MBE	WBE	Type of Contact	Date of Contact	Date Response Due	Goods Or Services Requested	Result (Include Price Quote)

Indicate **Good Faith Efforts** made to utilize MWBEs. Check and explain all that apply or should be considered. Please provide evidence of the efforts that you want to be considered. A complete description of each criteria may be found in the **Indiana Department of Administration Public Works and State Office Building Commission MWBE Participation Policy**.

<b>MBE and WBE Barrier Assistance</b>	Describe
<b>Advertisement</b>	Describe
<b>Agency Assistance</b>	Describe
<b>Other Criteria</b>	Describe



CERTIFICATE OF CORPORATE RESOLUTION

I, \_\_\_\_\_, do hereby certify that I am the Secretary  
Type Name  
of \_\_\_\_\_, a corporation duly organized and  
existing under and by virtue of the Laws of the State of Indiana;

I further certify that a regular/special meeting of the members of the Board of Directors of said corporation, duly called held and convened in conformity with the Charter and By Laws of said corporation, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a quorum being present and voting thereon, the following resolution was duly adopted, to-wit:

I further certify that the foregoing resolution is a full, true, and complete copy as the same appears on record in the Minute Record Book of said corporation of which I am the legal custodian; that the same has not been altered, amended or repealed and is now in full force and effect.

In Witness Whereof, I have hereunto set my hand for said corporation this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Signature)

(must be signed by principal of organization)

STATE OF                    }  
                                      } SS:  
COUNTY OF                }

personally appeared before me, a Notary Public, in and for said County and State, this day of \_\_\_\_\_, 20\_\_\_\_\_, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC - SIGNATURE

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME



NON-COLLUSION STATEMENT

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company





**DOMESTIC STEEL AFFIDAVIT**

STATE OF \_\_\_\_\_ }  
 } SS:  
COUNTY OF \_\_\_\_\_ }

PROJECT NO: \_\_\_\_\_

I hereby swear, under penalties of perjury, that the steel products furnished for this project shall conform to the following Indiana Code Definitions and contract provisions:

IC 5-16-8-1 Definitions:

"Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

"United States" refers to the United States of America. The term includes all territory, continental or insular, subject to the jurisdiction of the United States.

IC 5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing.

Sec. 2. (a) Each public agency shall require that every contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel or foundry products are to be used or supplied in the performance of the contract or subcontract, only steel or foundry made in the United States shall be used or supplied in the performance of the contract or any of the subcontracts unless the head of the public agency determines, in writing, that the cost of steel or foundry products is deemed to be unreasonable.

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

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Attest)  
(Vice President/Secretary/Treasurer)

\_\_\_\_\_  
(Printed or typed name of company)

STATE OF \_\_\_\_\_ }  
 } SS:  
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_ personally appeared before me, a Notary Public, in and for said County and State, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC - SIGNATURE

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME



**CONTRACTOR'S BOND FOR CONSTRUCTION**

KNOW ALL MEN BY THESE PRESENT, that \_\_\_\_\_  
(Contractor)

\_\_\_\_\_ of \_\_\_\_\_  
(Address) (City, State)

as principal and \_\_\_\_\_  
(Bonding Company)

\_\_\_\_\_  
(Address) (City, State) (Zip Code)

as surety, are firmly bound unto the State of Indiana in the penal sum of \$\_\_\_\_\_ Dollars, for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these present, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SURE, THAT, WHEREAS the State of Indiana acting by and through the Commissioner, Department of Administration, has entered into a certain written contract dated \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
(Project Number and Description)

\_\_\_\_\_ situated in \_\_\_\_\_  
Indiana, in accordance with the construction documents approved and adopted by said Commissioner, Department of Administration, which are made a part of this bond.

NOW THEREFORE, if the said \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_, shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said Commissioner, Department of Administration, and according to the time, terms and conditions specified in said contract and incurred by him or any subcontractor in the prosecution of said work, including labor, service and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect. This bond shall adhere to the requirements of IC 4-13.6-7-6 and IC 4-13.6-7-7.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_ (Seal)  
(Contractor)

By: \_\_\_\_\_ (Seal)  
(Bonding Company)

By: \_\_\_\_\_  
(Attorney-in-fact)



# CONTRACTOR'S CERTIFICATE OF INSURANCE

This certifies to the addressee shown below that the following described policies, subject to their terms, conditions, and exclusions, have been issued to:

NAME AND ADDRESS OF INSURED: \_\_\_\_\_

COVERING (show State project number, name and location) \_\_\_\_\_

ADDRESSEE: **PUBLIC WORKS DIVISION/DEPARTMENT OF ADMINISTRATION** DATE: \_\_\_\_\_

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
1. General Liability a. Bodily Injury Including Personal Injury				Each Person - Premises and Operations	\$ _____
				Each Person - Elevators	\$ _____
				Each Person - Independent Contractor	\$ _____
				Each Person - Products Completed Including Operations	\$ _____
				Each Person - Contractual	\$ _____
				Each Occurrence -	\$ _____
				Aggregate - Products Completed Including Operations	\$ _____
b. Property Damage				Each Occurrence - Premises and Operations	\$ _____
				Each Occurrence - Elevators	\$ _____
				Each Occurrence - Independent Contractor	\$ _____
				Each Occurrence - Products Completed Including Operations	\$ _____
				Each Occurrence - Contractual	\$ _____
				Aggregate -	\$ _____
				Aggregate - Operations Protective Products and Contractual	\$ _____
2. Automobile Liability a. Bodily Injury b. Property Damage				Each Person	\$ _____
				Each Occurrence	\$ _____
				Each Accident	\$ _____
3. Excess Liability Umbrella					\$ _____
4. a. Workmen's Compensation b. Employer's Liability				Statutory Workmen's Compensation	\$ _____
				One Accident And Aggregate Disease	\$ _____
5. Builder's Risk					\$ _____

UNDER GENERAL LIABILITY POLICY OR POLICIES	YES	NO
1. Does Property Damage Liability Insurance shown include coverage for <b>XC</b> and <b>U</b> hazards? .....	_____	_____
2. Is Occurrence Basis Coverage provided under Property Damage Liability? _____	_____	_____
3. Is Broad Form Property Damage Coverage provided for this Project?.....	_____	_____
4. Is Personal Injury Coverage included? ... ..	_____	_____
5. Is coverage provided for Contractual Liability (including <u>indemnification provision</u> ) assumed by insured? .....	_____	_____
UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES.....	_____	_____
1. Does coverage shown above apply to non-owned and hired automobiles? .. ..	_____	_____
2. Is Occurrence Basis Coverage provided under Property Damage Liability? _____	_____	_____

In the event of cancellation, fifteen (15) days written notice shall be given to the party to whom this certificate is addressed.

\_\_\_\_\_  
NAME OF INSURANCE COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE



## CONTRACTOR'S EMPLOYEE DRUG TESTING

IC 4-13-18 IS ADDED TO THE INDIANA CODE AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2006]:

### Chapter 18. Drug Testing of Employees of Public Works Contractors

Sec. 1. This chapter applies only to a public works contract awarded after June 30, 2006.

Sec. 2. As used in this chapter, "bid" includes a quotation.

Sec. 3. (a) As used in this chapter, "contractor" refers to a person who:

- (1) submits a bid to do work under a public works contract; or
- (2) does any work under a public works contract.

(b) The term includes a subcontractor of a contractor.

Sec. 4. As used in this chapter, "public works contract" refers to:

- (1) a public works contract covered by IC 4-13.6;
- (2) a public works contract covered by IC 5-16 and entered into by a state agency; or
- (3) a state highway contract covered by IC 8-23-9;

when the estimated cost of the public works project is one hundred fifty thousand dollars (\$150,000) or more.

Sec. 5. (a) A solicitation for a public works contract must require each contractor that submits a bid for the work to submit with the bid a written plan for a program to test the contractor's employees for drugs.

(b) A public works contract may not be awarded to a contractor whose bid does not include a written plan for an employee drug testing program that complies with this chapter.

(c) A contractor that is subject to a collective bargaining agreement shall be treated as having an employee drug testing program that complies with this chapter if the collective bargaining agreement establishes an employee drug testing program that includes the following:

- (1) The program provides for the random testing of the contractor's employees.
- (2) The program contains a five (5) drug panel that tests for the substances identified in section 6(a)(3) of this chapter.

(3) The program imposes disciplinary measures on an employee who fails a drug test. The disciplinary measures must include at a minimum, all the following:

- (A) The employee is subject to suspension or immediate termination.
- (B) The employee is not eligible for reinstatement until the employee tests negative on a five (5) drug panel test certified by a medical review officer.

(C) The employee is subject to unscheduled sporadic testing for at least one (1) year after reinstatement.

(D) The employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than one (1) drug test.

A copy of the relevant part of the collective bargaining agreement constitutes a written plan under this section.

Sec. 6. (a) A contractor's employee drug testing program must satisfy all of the following:

(1) Each of the contractor's employees must be subject to a drug test at least one (1) time each year.

(2) Subject to subdivision (1), the contractor's employees must be tested randomly. At least two

percent (2%) of the contractor's employees must be randomly selected each month for testing.

(3) The program must contain at least a five (5) drug panel that tests for the following:

- (A) Amphetamines.
- (B) Cocaine.
- (C) Opiates (2000 ng/ml).
- (D) PCP.
- (E) THC.

(4) The program must impose progressive discipline on an employee who fails a drug test. The discipline must have at least the following progression:

(A) After the first positive test, an employee must be:

- (i) suspended from work for thirty (30) days;
- (ii) directed to a program of treatment or rehabilitation; and
- (iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

(B) After a second positive test, an employee must be:

- (i) suspended from work for ninety (90) days;
- (ii) directed to a program of treatment or rehabilitation; and
- (iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

(C) After a third or subsequent positive test, an employee must be:

- (i) suspended from work for one (1) year;
- (ii) directed to a program of treatment or rehabilitation; and
- (iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

The program may require dismissal of the employee after any positive drug test or other discipline more severe than is described in this subdivision.

(b) An employer complies with the requirement of subsection (a) to direct an employee to a program of treatment or rehabilitation if the employer does either of the following:

(1) Advises the employee of any program of treatment or rehabilitation covered by insurance provided by the employer.

(2) If the employer does not provide insurance that covers drug treatment or rehabilitation programs, the employer advises the employee of agencies known to the employer that provide drug treatment or rehabilitation programs.

Sec. 7. (a) The public works contract must provide for the following:

(1) That the contractor implement the employee drug testing program described in the contractor's plan.

(2) Cancellation of the contract by the agency awarding the contract if the contractor:

- (A) fails to implement its employee drug testing program during the term of the contract;
- (B) fails to provide information regarding implementation of the contractor's employee drug testing program at the request of the agency; or
- (C) provides to the agency false information regarding the contractor's employee drug testing program.

(b) The provisions of the public works contract relating to cancellation of the contract by the agency awarding the contract apply to cancellation of the public works contract under this section.



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STATE OF INDIANA  
GENERAL CONDITIONS

ARTICLE 1 CONTRACT DOCUMENTS

1.1 Definitions

1.1.1 The Contract Documents

The Contract Documents consist of the Agreement, the Instructions to Bidders, the Contractor's Proposal (Bid), the Conditions of the Contract (General and Supplementary), Drawings, Specifications, and Addenda issued prior to bidding, Change Orders, any written interpretation issued as a field order by the Designer pursuant to Article 1.2, and all field orders for minor changes in the Work by the Designer pursuant to Article 12.3.

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 all prior negotiations, representations, or agreements, either written or oral.

1.1.3 The Work

All labor, material, equipment, systems and services necessary to produce the result called for in the Contract Documents.

1.1.4 The Project

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

1.2 Execution, Correlation, Intent and Interpretations

1.2.1 The Contract Documents shall be signed by the Owner and the Contractor. The signature process may be done electronically at the discretion of the Owner.

1.2.2 By executing the Contract the Contractor represents that he has visited the site and correlated his observations with the requirements of the Contract Documents, and has no major question pertaining thereto.

1.2.3 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include all labor, equipment, supervision and materials, for the proper execution and completion of the Work, and also to include those things that may be reasonably inferable from the Contract Documents as being necessary to produce the intended results. Words that have a well-known technical or trade meaning are used herein, in accordance with such recognized meaning.

1.2.4 Written interpretations necessary for the proper execution of the Work, in the form of drawings or otherwise will be issued with reasonable promptness by the Designer. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be issued by field order subject to Owner's approval.

1.3 Copies Furnished and Ownership

1.3.1 The Contractor will be furnished 5 copies of drawings and specifications and any other information necessary for the execution of the Work.

1.3.2 All drawings, specifications, and copies thereof furnished by the Designer are his property. They are not to be used on any other Project, and, with the exception of one Contract set for each party to the Contract, are to be returned on request to the Designer at the completion of the Work.

ARTICLE 2 DESIGNER

2.1 Definition

2.1.1 The Designer is the person or organization identified as Designer of the Project, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The terms Designer, Engineer, Architect, (and in certain projects Director, Public Works Division or his authorized representative), shall mean the Designer.

## 2.2 Administration of the Contract

2.2.1 The Designer will provide general administration of the Contract, including the functions hereinafter described.

2.2.2 Unless stated otherwise, the Designer shall be the Owner's representative during the construction phase. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which will be shown to the Contractor. The Designer will advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Designer.

2.2.3 The Designer shall have access to the Work at all times wherever it is in storage, preparation and progress. The Contractor shall provide facilities for such access so that the Designer and Owner's Site Representative may perform their functions under the Contract Documents.

2.2.4 The Designer will make no less than weekly visits to the site when work is in progress to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspection to check the quality or quantity of the Work. On the basis of his on-site observations as Designer, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.5 Based on such observation and the Contractor's applications for payment, the Designer will determine the amount owed to the Contractor and will issue Certificates for Payment in such amounts.

2.2.6 The Designer will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. He will promptly render such interpretations as he may deem necessary for the proper execution or progress of the Work.

2.2.7 All interpretations and decisions of the Designer will be consistent with the intent of the Contract Documents. He will exercise his best efforts to insure faithful performance by the Contractor.

2.2.8 Claims, disputes and other matters in question relating to the execution or progress of the Work or interpretation of the Contract Documents shall be referred initially to the Designer for decision and be subject to written appeal within fifteen (15) days by the Contractor. The Designer shall submit his decision promptly in writing to the Director, Public Works Division, who shall have full authority to render the final and binding decision.

2.2.9 The Designer will have responsibility to recommend to the Owner the rejection of work that does not conform to the Contract Documents. Whenever the Designer considers it necessary or advisable, he shall recommend to the Owner the stoppage of the Work or any portion thereof, and to recommend special examination or testing of the Work (whether or not fabricated, installed, or completed).

2.2.10 The Designer 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 conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Designer's approval of a specific item shall not indicate approval of all assembly of which the item is a component.

2.2.11 The Designer will prepare change orders in accordance with Article 12.

2.2.12 The Designer will conduct reviews to determine the dates of Substantial Completion and Final Completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Article 9.7.

2.2.13 The Designer, together with representatives from the Contractor and the Owner will conduct a review of the Work nine (9) months after the date of substantial completion to determine any work not in compliance with the Contract Documents at that time. A list of items to be corrected or completed will be forwarded to the Contractor for corrective action prior to the expiration of the one year warranty period.

2.2.14 The duties, responsibilities and limitations of authority of the Designer as the Owner's representative during construction as set forth in Articles 1 through 14 of these General Conditions shall not be modified or extended without written consent of the Owner.

2.2.15 The Designer will not be responsible for the acts or omissions of the Contractor, Subcontractor, or any of their superintendents, supervisory staffs, agents or employees, or any other persons performing any of the Work.

2.2.16 In case of the termination of the employment of the Designer, the Owner shall appoint a Designer against whom the Contractor makes no reasonable objections, whose status under the Contract shall be that of Designer.

## ARTICLE 3 OWNER

### 3.1 Definition

3.1.1 The Owner is the State of Indiana, represented by the Commissioner; Department of Administration acting through the Director, Public Works Division and the Director's designated project manager.

### 3.2 Information and Service Required of the Owner

3.2.1 The Owner will furnish, through the Designer, surveys, describing known physical characteristics, legal limits and utility locations for the property on which the Project is to be erected, if in the Owner's possession.

3.2.2 Information or services under the Owner's control shall be furnished by the Owner with promptness to avoid delay in the orderly progress of the Work.

3.2.3 The Owner shall issue all instructions to the Contractor through the Designer unless specified elsewhere in these documents.

3.2.4 If the Contractor fails to correct defective work as required by Article 13 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.1.

### 3.3 Owner's Site Representative

3.3.1 Notwithstanding the obligations of the Designer as Owner's representative during construction, the Owner may employ an on-site representative to observe the progress of the Work.

3.3.2 The Owner's Site Representative shall function as an observer only. He shall report his findings to the Designer for review and any required further action. The Owner's Site Representative is not authorized to make changes in the Work or to interpret the Contract Documents.

3.3.3 The Owner's Site Representative shall have at all times access to the Work wherever it is in storage, preparation and progress. He may attend meetings at the site and he may review and approve the Contractor payment requests.

## ARTICLE 4 CONTRACTOR

### 4.1 Definition

4.1.1 The Contractor is the person or organization identified as such in the Agreement. He is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

### 4.2 Review of Contract Documents

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Designer and the Owner any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the Work.

### 4.3 Supervision and Construction Procedures

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for the quality of the Work and for all construction techniques, sequences, and procedures, and for coordinating all portions of the Work.

4.3.2 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Designer in administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.9 by persons other than the Contractor.

### 4.4 Labor and Materials

4.4.1 Unless otherwise specified in Division 1, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment, machinery, transportation, and other facilities and services necessary for the proper execution of the Work.

4.4.2 Unless otherwise specified in Division 1, the Contractor shall provide and pay for all electric current, water, heat, and telephone services and shall maintain necessary discipline to prevent waste.

4.4.3 If any item of work shall be the subject of a jurisdictional dispute as to the craft to be used for said work, the Contractor shall aid in such inter-craft resolution and if arbitrated, abide by the decision, holding the Owner free of involvement in the dispute, and if time is lost by the dispute, extra work days will only be considered through the provisions of Article 12.2. He will do whatever he can to eliminate any embarrassment to the Owner caused by picketing, etc.

4.4.4 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or any one employee unskilled in the Work assigned to him or unqualified as a tradesman in the trade involved.

#### 4.5 Warranty and Guarantee

4.5.1 The Contractor warrants and guarantees that all materials and equipment incorporated in the Project shall be new unless otherwise specified, and all work will be of the highest quality, free from faults and defects, and in strict conformance with the Contract Documents for a period of one year from the date of substantial completion. All work not so conforming to the Contract Documents may be considered defective. If required by the Designer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranties and guarantees provided in this Article and elsewhere in the Contract Documents shall be in addition to and not in limitation of any other warranty or guarantee or remedy called for the Contract Documents or otherwise prescribed by law. The Contractor, together with the Designer and representatives from the Owner, shall review the Work nine (9) months after the date of substantial completion to determine any work not in compliance with the Contract Documents. The Contractor shall correct such non-complying work prior to the expiration of the one year warranty.

#### 4.6 Permits, Fees and Notices

4.6.1 The Contractor shall secure and pay for all permits, fees and licenses necessary for the execution of the Work.

4.6.2 The Contractor and Subcontractors must submit an "Exemption Certificate for Construction Contractors" (Form ST-105) to each supplier in order to obtain exemption from the Indiana Gross Tax (i.e., sales and use tax).

4.6.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the conduct of the Work. If he observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Designer in writing, and any necessary changes shall be adjusted by change order. If he performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Designer, he shall bear all cost arising from such non-conformance.

#### 4.7 Cash Allowances

4.7.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances cover the net cost of the materials and equipment delivered and unloaded at the site which cost shall be determined by the Owner through proper procedures for receiving quotes or bids as required by law. The Contractor's handling costs on the site, labor, installation costs, overhead, profit, and other expenses shall be included in the Contract sum and not in the allowance. The Contractor shall cause the Work required by these allowances to be performed by such persons as the Designer may direct, but he will not be required to employ persons against whom he has a reasonable objection. If the net cost above, when determined, is more than or less than the allowance, the Contract Sum will be adjusted accordingly by change order.

#### 4.8 Superintendent

4.8.1 The Contractor shall keep on the Project, during the entire contract time, a competent superintendent and necessary assistants, all satisfactory to the Designer and the superintendent shall not be changed, except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and shall have full authority to act on his behalf. All communications given the superintendent shall be as binding as if given by the Contractor. Important communications shall be confirmed in writing.

#### 4.9 Responsibility for Those Performing the Work

4.9.1 The Contractor shall be responsible for the quality of the Work, for acts and omissions of all the Subcontractors, their superintendents, their supervisory staffs, agents, or employees and of all other persons performing any of the Work under a Contract with the Contractor.

#### 4.10 Progress Schedule

4.10.1 Unless otherwise indicated in Division 1, the Contractor, immediately after being awarded the Contract, shall prepare and submit for the Designer's approval a progress schedule for the Work in relation to the entire Project. This schedule in bar graph form, or other form approved by the Owner, shall indicate the dates for the starting and completion of the various stages of construction, and in addition, will state the contractual completion date. The contract completion date, based on the construction period stated in the notice to bidders, shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by change order. A more detailed schedule may be required elsewhere in the documents.

#### 4.11 Record Documents at the Site

4.11.1 The Contractor shall maintain for the Owner as part of the Contract one record copy of all drawings, specifications, addenda, shop drawings, change orders and other modifications at the site in good order, and marked to record all changes made during construction. These shall be available to the Designer and the Owner's Site Representative at all times while Work is in progress. All changes made during construction shall be recorded monthly and reviewed by the Designer before approval of each partial progress payment. The record documents shall be submitted to the Designer prior to the Contractor's final payment.

#### 4.12 Shop Drawings and Samples

4.12.1 Shop drawings are all drawings, diagrams, illustrations, schedules, brochures, and other data, which are prepared by the Contractor, or any Subcontractor, manufacturer, supplier, or distributor, and which illustrate the Work.

4.12.2 The Contractor shall submit all shop drawings and samples required by the Contract or by the Designer in a timely manner, allowing sufficient time for the Designer's review so as not to cause any delay in the Work or in work by any other Contractor.

4.12.3 At the time of such submission, the Contractor shall furnish or verify all field measurements, field construction criteria, materials, catalog numbers, and the like and shall individually check, coordinate and stamp with his approval each submission, and shall in writing call the Designer's attention to any deviations in the shop drawings or samples from the requirements of the Contract Documents.

4.12.4 The Designer will check and approve, with reasonable promptness so as to cause no delay, these shop drawings and samples only for conformance with the design concept of the Project, and with the information given in the Contract Documents. The Designer's approval of a separate item will not indicate approval of the assembly in which the item functions.

4.12.5 The Designer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has in writing called the Designer's attention to such deviation at the time of submission and the Designer has given written approval to the specific deviation, nor shall this relieve the Contractor from errors or omissions in the shop drawings or samples.

4.12.6 No work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Designer. All such work shall be in accordance with approved shop drawings and samples.

#### 4.13 Use of Premises

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the premises with any materials or equipment.

#### 4.14 Cutting and Patching

4.14.1 The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and shall not endanger any work by cutting, excavating, or otherwise altering the Work or any part of it. Costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

#### 4.15 Cleaning Up

4.15.1 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all waste material and rubbish from and about the building as well as all his tools, scaffolding and surplus materials. Contractor shall clean all glass surfaces, lights and fixtures, ceilings, walls and shall leave the Work dusted, swept and wet mopped clean, unless more exactly specified.

4.15.2 In case of dispute the Owner may remove the rubbish and charge the cost to the several Contractors as the Designer shall determine to be just.

## ARTICLE 5 SUBCONTRACTORS

### 5.1 Definition

As used in this article "contractor tier" refers collectively to the following classes of contractors on a public works project:

- (1) "Tier 1 contractor" includes each person that has a contract with the public agency to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "prime contractor" or a "general contractor".
- (2) "Tier 2 contractor" includes each person that has a contract with a tier 1 contractor to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "subcontractor".
- (3) "Tier 3 contractor" includes each person that has a contract with a tier 2 contractor to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "sub-subcontractor".
- (4) "Lower tier contractor" includes each person that has a contract with a tier 3 contractor or lower tier contractor to perform some part of the work on, supply some of the materials for, or supply a service for, a public works project. A person included in this tier is also known as a "lower tier subcontractor".

A Subcontractor is a person or entity who has a direct Contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate Contractor or his Subcontractors.

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

5.2.1 Unless otherwise required by the Contract, the Contractor shall furnish to the Owner, with his bid on the prescribed form, the names of all persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work with an installed value of \$150,000.00 or more. The Designer will promptly reply to the Contractor in writing stating whether or not the Owner or the Designer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Designer to reply within fourteen (14) days shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not subcontract with any such proposed person or entity to which the Owner or the Designer has made reasonable objection. The Contractor shall not be required to subcontract with anyone to whom he has a reasonable objection.

5.2.4 If the Owner or the Designer has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Designer has no reasonable objection.

5.2.5 The Contractor shall make no substitution of any Subcontractor, person or entity previously selected, if the Owner or Designer makes reasonable objection to such substitution.

5.2.3 The Contractor and his subcontractors shall employ only licensed plumbers and shall provide to the Owner the names and license numbers of all plumbers engaged in the Work. The Contractor shall submit this documentation with any monthly progress payment request that includes plumbing labor.

### 5.3 Subcontractual Relations

5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner 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 the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Provisions of Article 9 for progress payments, retainage and payment for stored material shall be incorporated without modification in all Contractor-Subcontractor agreements. The Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. Prior to execution of the Contractor-Subcontractor agreement, the Contractor shall provide all Subcontractors a complete copy of all proposed Contract Documents for the Project to which the Subcontractor will be bound by this Paragraph 5.3. Each Subcontractor shall similarly make available to his Sub-Subcontractors copies of such Documents. Executed copies of all agreements shall remain on file with the Contractor and be available for review by the Owner at the Owner's discretion.

ARTICLE 6 SEPARATE CONTRACTS

6.1 Owner's Right to Let Separate Contracts

6.1.1 The Owner reserves the right to let other contracts in connection with other portions of the Project under these or similar General Conditions.

6.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate contract with the Owner.

6.1.3 When separate contracts are awarded for portions of the Project, the General Construction Contractor shall be responsible for the overall coordination of all separate contracts for the Project.

6.2 Mutual Responsibility of Contractors

6.2.1 The Contractor shall afford each other Contractor reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and each shall properly connect and coordinate his work with all others as coordinated by the General Contractor.

6.2.2 If any part of the Contractor's work depends on proper execution or results upon the work of any other separate Contractor, the Contractor shall inspect and promptly report to the Designer any discrepancies or defects that shall cause his work to fail or be non-conforming. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work.

6.2.3 Should the Contractor cause damage to any separate Contractor on the Project, the General Contractor agrees, upon due notice, to settle with such other Contractor by agreement, if at all possible without involving the Owner. The Owner will be involved only after evidence is presented that sureties cannot settle the problem.

6.2.4 Any costs caused by defective or ill-timed work shall be borne by the party responsible.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Delinquent State Taxes (IC. 4-13-2-14.5). The Public Works Division may allow the Department of State Revenue access to the name of each person who is either:

- (1) Bidding on a Contract to be awarded under this chapter; or
- (2) A Contractor or Subcontractor under this chapter.

If the Public Works Division is notified by the Department of State Revenue that a bidder is on the most recent tax warrant list, a Contract may not be awarded to that bidder until the bidder provides a statement from the Department of State Revenue that the Bidder's delinquent tax liability has been satisfied. The Department of State Revenue may notify:

- (1) The Department of Administration; and
- (2) The Auditor of State;

that a Contractor or Subcontractor under this chapter is on the most recent tax warrant list, including the amount owed in delinquent taxes. The Auditor of State shall deduct from the Contractor's or Subcontractor's payment the amount owed in delinquent taxes. The Auditor of State shall remit this amount to the Department of State Revenue and pay the remaining balance to the Contractor or Subcontractor.

7.2 Choice of Law

7.2.1 The Contract shall be governed by the laws of the State of Indiana.

7.3 Assignment

7.3.1 The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

7.4 Written Notice

7.4.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or sent by registered or certified mail to the last business address known to him who gives the notice.



## 7.5 Claims for Damages

7.5.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within seven (7) days of the first observance of such injury or damage.

## 7.6 Performance Bond and Labor and Material Payment Bond

7.6.1 For projects advertised with an estimated base bid amount of One Hundred Fifty Thousand Dollars (\$150,000) or more, the Contractor shall furnish and pay for an approved one hundred percent (100%) combination performance and payment bond (Contractor's Bond for Construction, Public Works Division Form DAPW 15). This bond shall adhere to the requirements of IC. 4-13.6-7-6 and IC. 4-13.6-7-7 as amended and shall cover the faithful performance of the Contract and the payment of all obligations arising thereunder, including reimbursement for any stored materials paid for but returned to materialmen, with such sureties as the Owner may approve. The combination bond shall remain in effect throughout the entire construction period and in addition for a period of one year from the date of final acceptance. The Contractor shall deliver the required bonds to the Owner prior to execution of the Contract by the Owner unless authorized to the contrary in writing by the Owner. All bonds must be issued by bonding companies, which are licensed and approved by the Indiana Insurance Commission.

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

7.7.1 If the Contractor should default or neglect to carry out the Work properly or fail to perform any provision of the Contract, the Owner may, after giving seven (7) days written notice to the Contractor, without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate change order shall be issued deducting the cost thereof including the cost of the Designer's additional service made necessary by such default, neglect or failure of the Contractor, from the payments then or thereafter due the Contractor, provided, however, that the Designer shall approve both such action and the amount charged to the Contractor. If such payments due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

## 7.8 Royalties and Patents

7.8.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from liability of any nature or kind including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this Contract, including its use by the Owner.

## 7.9 Tests & Substitution of Materials

7.9.1 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to be inspected, tested, or approved, the Contractor will give the Designer timely notice of its readiness and of the date fixed for such inspection, testing, or approval so that the Designer may observe the same. The Contractor shall bear all cost of such inspections, tests, and approvals unless otherwise provided.

7.9.2 If, after the commencement of the Work, the Designer, with approval of the Owner in writing, determines that the Work requires special inspection, testing, or approval for which subparagraph 7.9.1 does not provide, he will, upon written authorization from the Owner, order such special inspection, testing or approval. If such special inspection or test reveals a failure of the Work to fulfill the requirements of the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof; otherwise the Owner shall bear such costs. An appropriate change order shall be issued.

7.9.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Designer.

7.9.4 Observations by the Designer of the inspections, tests, or approvals required by Article 7 will be promptly made, and where practicable at the source of supply at no additional cost to the Owner.

7.9.5 Neither the observations of the Designer in his administration of the Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

7.9.6 All building construction and work, alterations, repairs, plumbing, mechanical, and electrical installations and appliances connected therewith, shall comply with the Rules and Regulations of the Department of Fire and Building Services, State Board of Health, local ordinances, Rules for Licensure of Building Trades, and other statutory provisions pertaining to this class of work; such rules and regulations and local ordinances to be considered as a part of these specifications.

7.9.7 Where in these specifications, one or more certain materials, trade names, or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Approval of other acceptable products for those specified may be obtained by requesting to the Designer no later than fourteen (14) days in advance of bid date with all documentation required for the Designer to evaluate any approval. If approval is granted, the subject product will be added by addendum.

7.9.8 Should there be a reason for change of materials after award of the Contract, the following criteria shall apply:

- a. Original material no longer manufactured,
- b. Delivery not possible within time specified for job, and/or
- c. Unavailability due to causes beyond the control of the Contractor.

7.9.9 After agreement by the Designer and the Owner that a change is necessary, the Contractor shall present a request for substitution to the Designer. The burden of proof of the merit of the proposed substitute is upon the proposing party. The decision of the Designer and the Owner regarding the substitution shall be final.

7.10 Certificate of Qualification

7.10.1 In accordance with IC. 4-13.6-4 as amended, all Contractors and Subcontractors performing work for the State of Indiana on projects estimated to be in excess of one hundred fifty thousand dollars (\$150,000.00), must hold a valid Certificate of Qualification issued by the Public Works Certification Board. The Instructions to Bidders define the procedure for certification and bidding.

7.10.2 The Contractor must perform at least fifteen (15) percent of the total Contract Sum of the Work with his own forces. The Contractor shall submit copies of his payroll records, if requested by the Owner, showing the hours, rates and total costs for all personnel on his payroll detailed to the degree to ensure compliance with this paragraph and any Wage Determination provisions.

7.11 Appropriation

7.11.1 The Contract specifically limits payments to be made in accordance with appropriations made and funds made available under laws of the State of Indiana.

7.12 Federal Wage Determination if required

7.12.1 If a Davis-Bacon wage determination is included in the Contract Documents, it shall be used as the minimum wage and benefits to be paid for the trades indicated.

7.12.2 Contractor shall submit a schedule of hourly wages to be paid to each employee (including those of his subcontractors) engaged in work on the site. This submittal shall be on Contractor's letterhead stationery and shall be signed by the Contractor and notarized. A copy of this submittal shall be conspicuously posted at the site.

7.12.3 Said rates shall in no case be less than those set out in the Davis-Bacon wage schedule a copy of which is herein bound or is on file with the Owner if it is required.

7.12.4 The Contractor shall provide (and require each Subcontractor to provide) weekly payroll records listing employees engaged in work on the site for the week and the hourly rates for base pay and benefits paid to each employee listed. The payroll record form shall include a statement by the Contractor/Subcontractor certifying the accuracy and completeness of the information provided. Payroll records shall be maintained by the Contractor during the course of the Work until the end of the required warranty period.

7.13 Out-of-State Contractors

7.13.1 Proof of payment by Out-of-State Contractors of Indiana Gross Income Tax, as provided in IC. 6-2.1-5-1.1 (b) and 6-2.1-5-1.1 (a) (d) as amended shall be submitted before final payment will be approved.

7.13.2 Out-of-State Corporations must be authorized to do business in the State, IC. Title 23 prior to submitting bids. Forms may be obtained by contacting the Secretary of State, State of Indiana, Indianapolis, Indiana.

7.14 Material Delivery

7.14.1 Shipments of material to be used by the Contractor or any Subcontractor under this Contract should be delivered to the job site only during the regular working hours of the Contractor or Subcontractor. If a delivery is made during other than the normal working hours of the Contractor or Subcontractor, his authorized agent must be on duty to receive such material. No employee of the Owner is authorized to receive any shipments designated for the Contractor or Subcontractor.

## 7.15 Weather

7.15.1 The Contractor shall at all times provide protection against weather, rain, wind, storms, frost or heat, so as to maintain all work, materials, apparatus and fixtures free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be covered.

7.15.2 During cold weather, the Contractor shall protect all work from damage. If low temperature makes it impossible to continue operations safely, in spite of cold weather precaution, the Contractor shall cease work and shall so notify the Owner and Designer.

7.15.3 Any work damaged by failure to provide protection above required, shall be removed and replaced with new work at the Contractor's expense.

7.15.4 The Contractor shall provide and maintain on the premises, where directed, watertight storage shed (or sheds) for storage of all materials, which might be damaged by exposure to weather.

## 7.16 Fire Hazards

7.16.1 Wherever and whenever any burning, welding, cutting or soldering operation is in progress, or equipment is in use, or any work involving a fire hazard, is performed, the Contractor responsible for such operation shall have at all times acceptable fire extinguisher or protection within five (5) feet of the operation.

## 7.17 Dismissal

7.17.1 Any foreman or workman employed by the Contractor or by any Subcontractor who, in the opinion of the Director, Public Works Division and/or the Designer, does not perform his work in a proper and skillful manner, or is disrespectful, intemperate, disorderly, intoxicated or otherwise objectionable shall at the written request of either of the above, be forthwith discharged by the Contractor or Subcontractor employing such foreman or workman and he shall not be employed again on any portion of the Work without the written consent of the Director of the Division of Public Works and the Designer. Should the Contractor fail to furnish suitable and sufficient machinery, equipment or personnel for the proper prosecution of the Work, the Owner or Designer may withhold all payments that are or may become due, or may suspend the Work until such orders are upheld.

## ARTICLE 8 TIME

### 8.1 Definitions

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

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Governor's signature on the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work, or designated portion thereof, is the date certified by the Director, Public Works Division when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy or utilize the Work, or designated portion thereof, for the use for which it is intended.

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

### 8.2 Progress and Completion

8.2.1 All time limits stated in the Documents are of the essence of the Contract.

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

8.2.3 The Owner fully expects the Contractor to employ any and all means necessary to complete the Work within the Contract Time. Conduct of the Owner's affairs, such as unforeseen site conditions or delay in processing change orders, shall not be viewed as justification for delaying the Project unless the Owner can be shown to have breached the Contract. Contractor must employ all reasonable means to execute the Project in a timely manner and in conformance with the Contract Documents even if the Contractor or Designer seeks legal remedy against the Owner for claim of damage.

### 8.3 Delays and Extensions of Time

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Designer, or by any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonable to anticipate, unavoidable casualties, or

any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which the Designer determines may justify the delay, then the Contract Time shall be extended by a Change Order for such reasonable time as the Designer may determine.

8.3.2 Claims for extension of time shall be made in writing to the Designer. In case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Article 2.2 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### 9.1 Contract Sum

9.1.1 The Contract Sum is the total amount payable by the Owner for the performance of the Work under the Contract Documents.

### 9.2 Schedule of Values

9.2.1 Before the first application for payment, the Contractor shall submit to the Owner a schedule of various parts of the Work, including quantities if required by the Owner, aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors in accordance with Article 5.3, made out in such form as the Owner and the Contractor may agree upon, and supported by such data to substantiate its correctness as the Owner may require. Each item in the Schedule of Values shall include its proper share of overhead, profit, and other general charges. This schedule, when approved by the Owner, shall be used as a basis for the Contractor's Applications for Progress and Final Payments.

### 9.3 Progress Payments

9.3.1 Completed work: The Contractor shall submit to the Designer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Designer may direct. The Owner shall make payments on account of the Contract, upon issuance of Certificates of Payment certified by the Designer and the Owner's Representative, for labor and materials incorporated into the Work at the rate of ninety four (94%) percent of such value until fifty (50%) percent of the value of the Work is completed. After that fifty (50%) percent, no further retainage will be deducted. The Director, Public Works Division has the option to require that three (3%) percent of the value of the Work be retained throughout the duration of the entire Contract. The retainage schedule shall be determined prior to award of Contract. Retainage may be paid with final payment at the discretion of the Director, Public Works Division, but shall not be paid in any event until a minimum of sixty one (61) days after all work is completed.

9.3.2 Materials Stored: Payments may be made on account for materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. With written approval of the Owner, materials may be stored at another location other than the Work site if properly identified as the property of the Owner and properly protected. Storage of material at the place of business of the vendor is not acceptable (25 IAC 2-9-2). Such payments shall be conditional upon the submission by the Contractor of one of the following: 1) receipts marked by the supplier as paid; 2) supplier's final waiver of lien listing specific materials involved; 3) invoice with copy of canceled check showing payment; or 4) such other evidence of payment as the Owner may require in lieu thereof to establish ownership of all items except those listed as miscellaneous materials below. For the aggregate of miscellaneous stored materials for which payment is requested and above proof of payment is not available, a complete list will be provided along with the affidavit of payment. Upon certification by the Owner's representative that the listed materials are suitably stored, payment can be made. Miscellaneous materials are defined as pipe, fittings, wire, conduit, etc., normally stored as stock items in Contractor's warehouse. For materials stored other than at the construction site applicable insurance and transportation to the site shall be provided by the Contractor.

9.3.3 As stored materials are incorporated into the Work, the value shall be removed from the total value of stored materials requested in successive payments. Proof of ownership through one of the above methods will be required for additional materials. When, in the judgment of the Owner, retainage for completed work is not sufficient in relation to excessive amounts requested for stored materials or equipment, the Owner may elect to place the retainage for such materials or equipment in escrow. This retainage shall apply as a credit toward retainage due to be held for completed work on future payments.

9.3.4 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt by the Contractor of payment, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest

therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.5 The Contractor shall accompany each application for payment request with a certification that he paid to all Subcontractors (fabricators) within ten (10) days of receipt of payment that pro rata amount of funds he has received from the Owner for the value of work or services (fabricated materials or equipment) performed by the Subcontractor (supplied by fabricator) contained in previous progress payments. The Contractor's inclusion of a value of subcontract work in his progress pay estimate is prima facie evidence of acceptance of work having such a value; therefore, if the Owner receives a certification from a Subcontractor that he has not been paid such amounts as were included in the Contractor's partial billing and subsequently paid to the Contractor by the Owner, then the Owner will hold all subsequent partial payment requests until satisfactory evidence is received from the Subcontractor that he has been paid such amounts presented to the Owner by the Contractor, paid to the Contractor by the Owner, and not distributed by the Contractor to the Subcontractor. The making of an incorrect certification of either partial payment or final payment may be considered by the Owner to be a breach of contract, and it may exercise all of its prerogatives set out in the Contract in addition to the remedies for falsifying an affidavit. Such an action could result in a suspension of qualification with the State Certification Board for a period of up to two (2) years.

#### 9.4 Certificates for Payment

9.4.1 When the Contractor has made application for payment as above, the Designer will issue a Certificate of Payment to the Owner for such amount as he determines to be properly due, or state in writing his reasons for withholding a certificate as provided in Articles 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Designer to the Owner, based on the Designer's observations at the site as provided in Article 2.2.4 and the data comprising the Application for Payment, that the Work has progressed to the point indicated, and that, to the best of his knowledge, information and belief, the quality of work is in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole upon substantial completion, to the results of any subsequent tests called for in the Contract documents, to minor deviations correctable prior to the next certificate for payment and to any specific qualifications stated in his certificate, and that the Contractor is entitled to payment in the amount certified.

9.4.3 The Designer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Article 9.7 have been fulfilled. However, by issuing a Certificate, the Designer shall not thereby be deemed to represent that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid on account of the Contract Sum.

9.4.4 The Owner shall make payment as soon as the fiscal procedure of the State can process same after receipt from the Designer of the Certificate for Payment. The fiscal procedure by the State can include, but not be limited to, review by the Owner's using agency, verification of the Certificate by the Owner's Site Representative, review for accuracy of form and calculation by the Owner's accountant, review by the Owner's project management and execution by the Director, Public Works Division and others.

9.4.5 No certificate for a progress payment or progress payment for partial or entire occupancy of the Project by the Owner shall constitute an acceptance of work not in accordance with the Contract Documents.

9.4.6 Pursuant to IC. 4-13.6-7-2 all Contract awards of One Million Dollars (\$1,000,000) or above, if elected by the Contractor, an escrow agent will be selected by the State with whom the retainage funds for this Contract will be deposited and held until receipt of notice from the Director, Public Works Division (Escrow Form DAPW 32A) and from all other necessary parties as specified in and in accordance with the procedures and provisions of said Act.

#### 9.5 Payments Withheld

9.5.1 The Designer (or Owner) will not approve an application in whole or in part, if in his opinion, he is unable to make representations to the Owner as provided in Article 9.4. The Designer (or Owner) will not approve Application for Payment or, because of subsequent inspections, may nullify the whole or any part of the Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

- A. defective work not remedied,
- B. claim filed or reasonable evidence indicating probable filing of claims,
- C. failure of the Contractor to make payments properly to Subcontractors or for materials, equipment or labor,
- D. reasonable doubt that the Contract can be completed for the unpaid balance,
- E. damage to another Contractor,
- F. reasonable indication that the Owner may be damaged by delay in receiving use of the Work as scheduled, or,
- G. unsatisfactory prosecution of the Work by the Contractor.

9.5.2 When the above grounds are removed, payment shall be processed for amounts withheld.

## 9.6 Failure of Payment

9.6.1 If the Designer should fail to issue any Certificate for Payment, through no fault of the Contractor, or if the Owner should fail to pay the Contractor in a reasonable time considering the fiscal procedures of the State for processing same after receipt from the Designer the amount certified by the Designer, then the Contractor may, after seven (7) additional days, give written notice to the Owner and Designer, that work will stop until payment of the amount owing has been received.

## 9.7 Substantial Completion and Final Payment

9.7.1 When advised by the Contractor that the Work or a designated portion thereof is substantially complete, the Designer; the Director, Public Works Division, and the Contractor shall determine jointly by inspection that the Work is substantially complete. If they determine that the Work is substantially complete, the Contractor shall then prepare a Certificate of Substantial Completion with an accompanying list of incomplete items of work (punch list), and submit it to the Designer for his signature and subsequent forwarding for approval by the Director, Public Works Division. The Certificate shall fix the date of Substantial Completion and shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance.

9.7.2 Upon approval of the above, and notice that the Work is ready for final acceptance, the Designer, the Contractor and Owner will promptly make final review, and when they find the Work acceptable under the Contract and the Contract fully performed, the Contractor shall promptly submit the final Certificate for Payment with all other required documents, showing that the Work has been completed in accordance with the terms and conditions of the Contract, and that the entire balance in said final certificate, is due and payable.

9.7.3 Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall submit to the Designer releases or waivers of all liens arising out of the Contract; an affidavit that the releases and waivers include all the labor, materials, and equipment for which a lien could be filed and that all payrolls, material bills, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible have been paid or otherwise satisfied; and such other data establishing payment or satisfaction of all such obligations as the Owner may require. If any such lien or claim remains unpaid, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs.

9.7.4 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the Designer so confirms, the Owner shall, upon certification by the Designer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted, or such portion as may be available from funds not already released to an escrow agent pursuant to IC 4-13.6-7. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.7.5 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- A. unsettled liens,
- B. faulty work appearing after Substantial Completion,
- C. failure of the Work to comply with the requirements of the Contract Documents,
- D. terms of any special guarantees required by the Contract Documents.

9.7.6 If upon Substantial Completion of the Work there are any remaining uncompleted minor items, the Owner shall withhold, until those items are completed, an amount equal to two hundred percent (200%) of the value of each item as determined by the Designer or Owner.

9.7.7 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled and covered by other agreed arrangements.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### 10.1 Safety Precautions and Programs

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

### 10.2 Safety of Person and Property

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

- A. all employees on the Project and all other persons who may be affected thereby,
- B. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, and,
- C. other property at the site or adjacent thereto, including trees, shrubs, lawns, 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 all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

10.2.3 All damage or loss to all property specified herein caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable solely to faulty Contract Documents or to the acts or omissions of the Owner, or Designer or their employees, or for those whose acts either of them may be liable.

10.2.4 The Contractor shall designate a responsible member of his organization on the Work whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the Owner and the Designer.

10.2.5 When the use or storage of explosives or other hazardous materials or equipment is necessary for the prosecution of the Work, the Contractor shall carry on such activities under the supervision of properly qualified personnel.

10.2.6 The Contractor shall not overload, or permit any part of the Work to be loaded so as to endanger its safety.

10.2.7 All excavations creating a trench of five (5) or more feet in depth shall strictly adhere to the shoring and other safety requirements called for and described under Indiana OSHA Regulation 29 C.F.R. 1926, Subpart "P", for trench safety systems.

### 10.3 Emergencies

10.3.1 In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor because of emergency work shall be determined as provided for in Article 12, Changes in the Work, and he shall notify the Owner of such a decision within seven (7) days of the event giving rise to such claim.

## ARTICLE 11 INSURANCE

### 11.1 General Requirements for Insurance

11.1.1 The Contractor will be required to furnish to the Owner, evidence that he has complied with all items of insurance listed herein. All insurance policies/certificates shall be on file with the Owner prior to release of the signed Contract and commencement of work.

11.1.2 The Contractor shall purchase and maintain, with a company or companies licensed to do business in Indiana, such insurance as will protect him from claims set forth below, arising out of or resulting from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them:

- A. claims under Workmen's Compensation Acts and other employee benefit acts;
- B. claims for damages because of bodily injury, personal injury, occupational sickness or disease, or death of his employees;
- C. claims for damages because of bodily injury, personal injury, sickness, disease or death of any person other than his employees;
- D. claims for damages to tangible property, including loss of use thereof.

11.1.3 This insurance shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater. Policies or certificates of insurance, acceptable to the Owner, shall be filed with the Owner prior to execution of the Contract. These Certificates shall contain a provision that coverages afforded under the policies will be for the life of the Work.

11.1.4 Policies (certificates) shall show name and complete address of the Company, expiration date or dates, and policy number or numbers. Policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Owner and acknowledged by the Owner in writing.

## 11.2 Property Insurance

11.2.1 The Contractor shall furnish and maintain, at the Contractor's expense, Fire, Extended Coverage, Vandalism, and Malicious Mischief Insurance (Builder's Risk), in the sum of 100% of the Contract amount. Builder's Risk insurance shall cover the structure on/in which the Work of this Contract is to be done including items of labor and material connected therewith, whether in or adjacent to the structure insured; material in place or to be used as part of the permanent construction, including surplus materials; shanties, protective fences, bridges, or temporary structures; miscellaneous materials and supplies incident to the Work; scaffolding, staging, towers, forms, and equipment, if included in the cost of the Work. This insurance need not cover any tools owned by mechanics, or any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the Work.

11.2.3 Any loss under this Article 11.2 is to be adjusted with the Owner, and made payable to the Owner as trustee for the insured, as their interests may appear.

## 11.3 Liability Insurance

11.3.1 The Contractor and their subcontractors ( if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

- A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- B. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
- C. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- D. The Contractor's insurance coverage must meet the following additional requirements:
  - 1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
  - 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
  - 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
  - 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
  - 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.
- F. Boiler and Machinery Explosion Insurance shall be required when the Work includes boiler, other pressure



vessels or steam piping installation or repair.

- G. After June 30, 2015, this entire Article will apply to any contractor that will be on the construction site pursuant to IC 5-16-13 and an acceptable certificate of insurance will be provided by each and every contractor

## ARTICLE 12 CHANGES IN THE WORK

### 12.1 Change Orders

12.1.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions, or modifications, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor compiled and reviewed by the Designer, prepared by the Owner and then signed by the Owner and the Contractor. The order is issued after the execution of the Contract authorizing a change in the Work, and documenting any adjustment in the Contract Sum and/or the Contract Time. The Contract Sum may be changed only by change order.

12.1.3 The value of any work involved in a change in the Work shall be determined in one or more of the following ways, in order of priority listed:

- A. by mutual acceptance of a lump sum. For all amounts over \$500, the Contractor shall provide a complete listing of quantities and unit prices of materials, hours of labor with cost per hour, and separate agreed percentages for any overhead and profit. The maximum aggregate increase for overhead and profit (including all home office and field office overhead) for any Subcontractor or for the Contractor performing his own work is fifteen (15%) percent; the maximum increase for a Contractor on work performed by a Subcontractor is five (5%) percent. If the cost of performance and payment bond(s) is shown as a separate line item in the Contractor's schedule of values for the project, then an increase will be permitted to provide for the additional cost of the bond(s). If the cost of the bond(s) is not indicated on the Contractor's schedule of values for the Project, any increase in cost for bond(s) shall be included in the Contractor's allowed overhead. For listings under \$500, list lump sum for each item, or,
- B. by unit prices named in the Contract or subsequently agreed upon, or,
- C. by cost plus a mutually acceptable fixed or percentage fee.

12.1.4 Should conditions be encountered below the surface of the ground that are:

- A. at variance with the conditions indicated by the Contract Documents, and
- B. different than could be expected after a reasonable viewing of the site by the bidders, and
- C. not evident from available soil samples,

then the Contract sum may be equitably adjusted by Change Order upon claim by Contractor made within a reasonable time after the first observance of the conditions.

12.1.5 If the Contractor claims that a written interpretation issued pursuant to Article 1.2 or a written order for a minor change issued pursuant to Article 12.3 involves additional cost or time, the Contractor shall make such claim as provided in Article 12.2.

### 12.2 Claims for Additional Cost or Time

12.2.1 If the Contractor wishes to make a claim under the provisions of the Contract Documents for an increase in the Contract Sum or an extension in the Contract Time, he shall give the Designer written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor and authority received in writing from the Owner before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any approved change in the Contract Sum or Contract Time resulting from such claim shall be incorporated in a Change Order, initiated by the Designer and executed by the Owner. If the Designer does not initiate or the Owner execute a Change Order within a reasonable time in response to the request, such lack of action shall be construed as prima facie evidence of rejection of the request. For the purpose of this section "reasonable time" is expected not to exceed 30 days after receipt by the Owner.

### 12.3 Minor Changes in the Work

12.3.1 The Designer shall have authority, with Owner's approval, to order minor changes in the Work not involving an increase in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change may be affected by written field order, with copy transmitted to the Owner. Such minor changes need not be approved in writing by the Owner; however, the Owner may provide written approval of any substitution of significant materials or equipment.

### 12.4 Field Orders

12.4.1 The Designer may issue written field orders, which interpret the Contract Documents in accordance with Article 1.2.4 without change in Contract Sum or Contract Time. The Contractor shall carry out such field orders promptly. The Designer shall

transmit copies of field orders to the Owner.

## ARTICLE 13 EXAMINATION AND CORRECTION OF WORK

### 13.1 Examination of Work

13.1.1 If any portion of the Work should be covered contrary to the request of the Designer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Designer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 Examination of questioned work may be ordered by the Designer with the approval of the Owner, and if so ordered the Work must be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the cost of re-examination and replacement shall, by appropriate change order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless it is found that the defect in the Work was caused by a separate Contractor employed as provided in Article 6 and in that event, the separate Contractor shall pay such costs.

### 13.2 Correction of Work before Substantial Completion

13.2.1 The Contractor shall promptly remove from the site all work rejected by the Designer as failing to conform to the Contract Documents, whether or not incorporated in the Project, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract Documents and without cost to the Owner and shall bear the cost of repair to or replacement of all work of separate Contractors destroyed or damaged by such removal or replacement.

13.2.2 If the Contractor does not remove such rejected work within a reasonable time, fixed by written notice from the Designer, the Owner may remove and store the material at the expense of the Contractor. If the Contractor does not agree to pay or credit the Contract with the cost of such removal within ten days thereafter, the Owner may acquire a lien upon such property and materials. If proceeds of lien foreclosure do not cover all costs, which the Owner has then borne, the difference shall be deducted from the amount to be paid to the Contractor.

### 13.3 Correction of Work after Substantial Completion

13.3.1 The Contractor shall correct all faults and deficiencies in the Work which appear within one year of the date of substantial completion or such longer period of time as may be prescribed by the terms of any special guarantees called for by the Contract Documents, and he shall pay for all damage to other work caused thereby. The Contractor shall remove all defective work where necessary.

13.3.2 If the Contractor does not correct such faulty or defective work and remove defective work where necessary, within a reasonable time fixed by the Designer in writing, the Owner may do the corrective work and remove the defective work, as described in Article 13.2 above.

13.3.3 All costs attributable to correcting and removing faulty or defective work shall be borne by the Contractor.

13.3.4 The obligations of the Contractor under this Article 13.3 shall be in addition to and not a limitation of any obligations imposed upon him by special guarantees called for by the Contract Documents or otherwise prescribed by law.

## ARTICLE 14 TERMINATION OF THE CONTRACT

### 14.1 Termination by the Contractor

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority through no act of fault of the Contractor or of anyone employed by the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor for the Designer's failure to issue a Certificate for payment as provided in Article 9.6, or for the Owner's failure to make payment thereon as provided in said Article, then the Contractor may, upon seven days' written notice to the Owner and the Designer, terminate the Contract and recover from the Owner, in satisfaction of all claims of the Contractor, payment for all work executed, except those items involved in Designer's failure to issue Certificate, or Owner's failure to make payment.

### 14.2 Termination by the Owner

14.2.1 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors for materials or labor, or persistently disregard laws, ordinances, rules, regulations or orders of any public authority or otherwise be guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Designer that sufficient cause exists to justify such action, may without prejudice to any right or remedy against the Contractor or his surety and after giving the Contractor and his surety seven days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner

deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is completed, and an accounting made as set out below.

14.2.2 If the unpaid balance of the Contract sum exceeds the cost of finishing the Work, including compensation for the Designer's additional services such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The Designer shall certify the cost incurred by the Owner as herein provided.

END



# Indiana Department of Administration

## M/WBE Participation Policy for Construction Projects

### I. Introduction

The Indiana Department of Administration (“IDOA”) in its commitment to Minority and Women participation in the state’s procurement and contracting process, will require MBE and WBE participation or a best-efforts waiver as a specification in bids for construction services \$150,000 and over with subcontracting opportunities effective January 1, 2006. *See* Indiana Code 5-22-7, 5-22-7-2, 5-22-7-4.

### II. Definitions

“Application for MBE and WBE Program Waiver” means documents submitted by Bidder for relief from contract goal after demonstrating all reasonable good faith efforts were made by the Bidder for the purpose of fulfilling the contract goal. The Application for MBE and WBE Program Waiver may be submitted prior to the bid due date or included in the bid package response.

“Certification” means verification by the Indiana Department of Administration, Minority and Women's Business Enterprises Division (“MWBED”) or an organization accepted by MWBED with respect to the authenticity of a minority or women owned business enterprise.

“Commercially useful function” Determination that an enterprise performs a commercially useful function will be made based on the following considerations:

- (1) An MBE or a WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an MBE or a WBE is performing a commercially useful function, one must evaluate the following:
  - (A) The amount of work subcontracted.
  - (B) Industry practices.
  - (C) Whether the amount the enterprise is to be paid under the contract is commensurate with the work it is actually performing.
  - (D) The credit claimed for its performance of the work.
  - (E) Other relevant factors.
- (2) An MBE or a WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining whether an MBE or a WBE is such an extra participant, one must examine similar transactions, particularly those in which MBEs or WBEs do not participate.
- (3) In the case of construction contracts, if:
  - (A) an MBE or a WBE does not perform or exercise responsibility for at least the agency’s requisite percent of the total cost of its contract with its own workforce; or
  - (B) the MBE or WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved;it is presumed that the enterprise is not performing a commercially useful function.

“Letter of Commitment” means a letter obtained from the MBE and WBE’s by the Bidders. The Letter of Commitment is a signed letter(s), on company letterhead, from the minority and/or women certified business. It must be produced no later than 24 hours after the bid due date and time. This letter(s) shall state and will serve as acknowledgement from the minority and/or women certified business of their level of participation in this solicitation, the dollar amount of the commitment, the scope of service or product to be provided and the anticipated dates of utilization.

“Minority and Women Business Enterprises Division (MWBED)” means the Division which acts on behalf of the state to actively promote, monitor, and enforce the MBE AND WBE program. The final authority on all matters pertaining to the maintenance and administration of the MBE AND WBE program and compliance thereto.

“Minority/Woman Business Enterprise (MBE and WBE)” means an individual, partnership, corporation, limited liability company, or joint venture of any kind that is at least fifty-one percent (51%) owned and controlled by one (1) or more persons who are United States citizens and a member(s) of a minority group. The MBE and WBE must meet the eligibility requirements of 25 IAC 5.

“Participation Plan” means the IDOA prescribed document that sets forth the MBE and WBE subcontractors that will perform work under the contract.

### **III. Minority and Women Business Enterprise Certification**

MBE and WBEs must be listed on the IDOA directory of certified firms at the time the bid is submitted to be eligible to meet the contract goals. The bidder should verify that a firm is certified before the bid is submitted.

Questions regarding Certification should be addressed to the following:

Indiana Department of Administration  
Minority and Women's Business Enterprises Division  
402 West Washington Street, Room W469  
Indianapolis, IN 46204  
(317) 232-3061  
[www.buyindiana.in.gov](http://www.buyindiana.in.gov)  
[mwbe@idoa.in.gov](mailto:mwbe@idoa.in.gov)

### **IV. Bidding Process**

IDOA will review projects for viable subcontracting opportunities. All projects will be governed by this policy unless otherwise stated.

A representative from MWBED will attend most pre-bid meetings to discuss and answer questions related to the MBE and WBE participation requirement. The MWBED will be available to assist Bidders in locating MBE and WBE firms to engage in the contract.

The 2007-2008 Contract Goals for construction projects are 7% for MBE’s and 5% for WBE’s.

Effective January 1, 2006, the following procedures will be implemented in the acceptance and evaluation of responsive and responsible bids.

Bidders must produce a Participation Plan on the approved form listing the utilization of MBE and WBE subcontractors who will be providing a commercially useful function on the project. Letter of Commitment from MBE and WBE firms they plan to engage in the contract if successful on the bid

Per 25 IAC 5-6-2(d), all prime contractors, including MBE and WBE prime contractors, must meet the sub-contracting goals through use of businesses found in the IDOA directory of certified firms. MBE and WBE prime contractors will get no credit toward the contract goal for the use of their own workforce.

If the bidder can not achieve the Contract Goals established for the bid package, the bidder shall submit a Waiver Application on the form supplied by MWBED. Bidders may submit waiver applications to MWBED up to two business days in advance of the bid due date to obtain advance approval of the waiver, or the application may be submitted without advance approval with the bid package. Bidders who submit a Participation Plan that will achieve the Contract Goals are not required to submit a Waiver Application.

If a partial waiver is being requested, a Participation Plan listing the MBE and WBE certified firms that will be used to satisfy the portion of the goal that will be met, must be included. Partial waivers may be requested using the waiver application process discussed above. A faxed copy of the Letter of Commitment for each MBE and WBE firm that is listed in the Participation Plan must be provided by the Low Bidder to the appropriate department no later than 24 hours after the bid due date and time. The original letter(s) must be provided upon receipt.

MWBED will review Applications for MBE and WBE Program Waivers and make a determination as to the bidder's responsiveness and good faith efforts. Evidence of efforts should be included with the waiver form. Any combination of the following criteria may be utilized in determining whether good faith efforts have been made:

- A. Notice to MBE and WBEs. Whether and when the bidder provided written notice, by mail, hand delivery, facsimile or electronic transmission to all qualified MBE and WBEs that perform the type of work to be subcontracted and advising the MBE and WBEs:
  - 1. of the subject work the bidder intends to subcontract;
  - 2. that their interest in Subcontracts is being solicited;
  - 3. how to obtain information for the review and inspection of Contract plans and specifications; and
  - 4. how to bid on the subcontracting opportunities and deadlines.
  
- B. Economically Feasible Subcontract. Whether the bidder selected economically feasible portions of the work to be performed by an MBE and WBE, including, when appropriate, breaking Subcontracts into smaller pieces or combining elements of work into economically feasible units. The ability of the bidder to perform the work with its own forces will not excuse the bidder from making positive efforts to meet the MBE and WBE goals.

- C. Consideration of all MBE and WBE Quotations. Whether the bidder considered all quotations received from MBE and WBEs and, for those quotations not accepted, an explanation of why the MBE and WBE will not be used during the course of the Project. Receipt of a lower quotation from a non-MBE and WBE will not, in itself, excuse bidder's failure to meet the MBE and WBE goals. Price alone does not constitute an acceptable basis for rejecting MBE and WBE subcontractor bids unless the bidder can demonstrate that a reasonable price was not obtained from an MBE and WBE.
- D. MBE and WBE Barrier Assistance. Whether the bidder provided assistance to interested MBE and WBE firms: in reviewing the Contract plans and specifications or addressing other barriers to subcontracting.
- E. Advertisement. Whether the bidder advertised to search for prospective MBE and WBEs to participate in the Contract.
- F. Agency Assistance. Whether the bidder contacted any of the following agencies for the purpose of locating prospective MBE and WBEs:
  - 1. Indiana Department of Administration  
Minority and Women's Business Enterprises Division  
402 West Washington Street, Room W469  
Indianapolis, IN 46204  
(317) 232-3061  
[mwbe@idoa.in.gov](mailto:mwbe@idoa.in.gov)
  - 2. Indiana Business Diversity Council, Inc.  
2126 North Meridian Street  
Indianapolis, IN 46202  
(317) 921-2678  
[mdhouse@inbdc.org](mailto:mdhouse@inbdc.org)
- G. Research Participation Areas. Whether the bidder made efforts to research other possible areas of participation including supplying, shipping, engineering and any other role that may contribute to the production and delivery of the products or services needed to fulfill the Contract.
- H. Response Time. The time the bidder allowed for a meaningful response to its solicitations.
- I. Documentation of Statements from MBE and WBEs. Any documentation or statements received from MBE and WBEs who have been listed as having been contacted by the bidder.
- J. Availability of MBE and WBEs. The availability of MBE and WBEs to perform the work and the availability, or lack of availability, of MBE and WBEs in the location where the work is to be performed.
- K. Other Criteria. Any other criteria deemed appropriate by MWBED.



This list is not intended to be exclusive or exhaustive. The bidder may also submit documentation of other types of efforts that they have taken which reflect the quality, quantity and intensity of those efforts.

When evaluating Waiver Applications, MWBED reserves the right to verify that any information supplied on the Participation Plan and Waiver Application is accurate. By the submittal of a bid, the bidder acknowledges the right of MWBED to ensure compliance with the Participation Program and thereby agrees to provide, upon request, earnest, diligent and prompt cooperation in MWBED's verification process.

In cases where MWBED concludes the bidder's Participation Plan and the Waiver Application is deficient through no fault of the bidder, the bidder may be instructed to submit a modified Participation Plan within five (5) working days from the date of such notice. Failure to submit the modified Participation Plan within the specified period of time, may result in the bid being considered non-responsive and may be rejected.

In cases where MWBED concludes that the Participation Plan and Waiver Application is deficient or in cases where MWBED has determined that the bidder has not cooperated with its efforts to verify the submitted documentation, a bid may be considered non-responsive and may be rejected.

If the established Contract Goals are not achieved but the Waiver Application is granted, the bid will be considered responsive. If the established Contract Goals are not achieved and the Waiver Application is denied, a bid may be considered non-responsive and may be rejected.

Failure to provide the Participation Plan and/or a Waiver Application accounting for the total participation goal set for the project will result in the bid being considered non-responsive and the bid may be rejected.

By submission of a bid, a bidder thereby acknowledges and agrees to be bound by the regulatory process set forth in 25 IAC 5.

A bidder who knowingly or intentionally misrepresents the truth about either the status of a firm that is being proposed as an MBE and WBE or who misrepresents the level or the nature of the amount to be subcontracted to the MBE and WBE may suffer penalties pursuant to Indiana Code 5-16-6.5-5.

A Contractor who knowingly or intentionally misrepresents the truth about his/her status as an MBE and WBE or who misrepresents the level or the nature of the amount subcontracted to his/her firm may suffer penalties pursuant to Indiana Code 35-44-2-1.

## **V. Compliance**

Contractors shall contract with all MBE and WBE firms listed on the Participation Plan. The subcontract or purchase order shall be for an amount that is equal to, or greater than, the total dollar amount listed on the form.

Contractors shall notify MWBED immediately if any firm listed on the Participation Plan refuses to enter into a subcontract or fails to perform according to the requirements of the subcontract.

The Contractor's proposed MBE and WBE Contract Goals will become incorporated into and a requirement of the Contract. Contractors shall not substitute, replace or terminate any MBE and WBE firm without prior written authorization from MWBED and the Owner.

Contractors shall cooperate and participate in compliance reviews as determined necessary by MWBED. Contractors shall provide all necessary documentation to show proof of compliance with the requirements as requested by MWBED.

## **VI. Non Compliance**

A bid governed by this policy that does not meet the participation goals or does not receive an approved waiver will NOT be considered.

After the bid is awarded and if it is determined by MWBED that the Contractor is not in compliance with this Participation Program, MWBED will notify the Contractor within ten (10) days after the initial compliance review or the site visit and identify the deficiencies found and the required corrective action that should be taken to remedy the deficiencies within a specific time period.

If a Contractor is found non-compliant, the Contractor must submit, in writing, a specific commitment, in writing, to correct the deficiencies. The commitment must include the precise action to be taken and the date for completion.

If MWBED determines the Contractor has failed to comply with the provisions of this Participation Program, Contractor's Utilization Statement or 25 IAC 5, IDOA may impose any or all of the following sanctions:

- a. Withholding payment on the Contract until such time that satisfactory corrective measures are made.
- b. Adjustment to payments due or the permanent withholding of retainages of the Contract.
- c. Suspension or termination of the specific Contract in which the deficiency is known to exist. In the event this sanction is employed, the Contractor will be held liable for any consequential damages arising from the suspension or termination of the Contract, including damages caused as a result of the delay or from increased prices incurred in securing the performance of the balance of the work by other Contractors.
- d. Recommendation to the certification board to revoke the contractor's certification status with the Public Works Division of IDOA. This recommendation may result in the suspension or revocation of the contractor's ability to perform on future state contracts for a period no longer than thirty-six (36) months.
- e. Continued non-compliance may be deemed a material breach of the agreement between MWBED and Contractor, whereupon MWBED shall have all the rights and remedies available to it under the Contract or at law.
- f. Suspension, revocation, or denial of the MBE or WBE certification and eligibility to participate in the MBE or WBE program for a period of not more than thirty-six (36) months.

## **VII. Forms and Attachments**

Minority Participation Plan  
Good Faith Efforts Worksheet

**STATE OF INDIANA'S  
STANDARD CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT  
(for projects estimated more than \$150,000)  
WORKS PROJECTNUMBER XXXXX  
[INSERT] PROJECT DESCRIPTION  
[INSERT] INSTITUTION/DEPARTMENT**

**THIS IS A PUBLIC WORKS CONSTRUCTION CONTRACT** (“Contract”), entered into by and between the Indiana Department of Administration’s Public Works Division (“State”) and XXXXXXXXXXXX (“Contractor”), executed pursuant to the terms and conditions set forth herein and is governed by Indiana Code 4-13.6, *et seq.*

**1. Definitions.** The following definition applies throughout this Contract:

For purposes of the State’s Public Works Project Number **XXXXXX** (“Project”), the term “Contract Documents” shall mean and include the following: this Contract and the Project Bid Package, which includes the Contractor’s Application for Pre-Qualification, the Public Work’s Solicitation for Quotation (DAPW 30), Bid Documentation, Pre-Contract Document, General Conditions (DAPW 26), Supplementary Conditions, Instructions to Bidders, Drawings, Specifications, and Addenda issued by the State in connection with the Project and prior to the submission of the Contractor’s Proposal.

Subject to Section 39, *Order of Precedence, Incorporation by Reference*, of this Contract, Contract Documents shall also consist of the Contractor’s Proposal and Response, as well as any other documentation submitted by it in response to the Project (hereinafter collectively referred to as “Contractor’s Proposal”).

Additionally, Contract Documents shall include any subsequent amendments, change orders and any written interpretations issued as field orders by the Designer pursuant to General Conditions, Article 1.2 (DAPW 26) and all field orders for minor changes by the Designer pursuant to General Conditions, Article 12.3 (DAPW 26). Change orders and amendments shall be executed in the manner authorized by Section 35, *Merger and Modification*, of this Contract.

When applicable, Contract Documents shall include the Performance Bond and/or the Labor and Materials Payment Bond, as required by IC 4-13.6-7-6 and IC 4-13.6-7-7, and fully described and captured in the General Conditions (DAPW 26).

The Contract Documents are specifically and collectively incorporated herein by reference.

**2. Duties of Contractor.** The Contractor shall furnish all labor and materials, perform all of the work, and otherwise fulfill all of its obligations in conformance with the Contract Documents. These duties are described and captured in the Contract Documents. The Contractor agrees that not less than fifteen percent (15%) of the work, measured in dollar volume, will be performed by its own forces. Any subcontractor employed for any part of this Contract awarded in excess of One Hundred Fifty Thousand Dollars (\$150,000.00) shall be qualified with the State of Indiana’s Public Works Division Certification Board and shall have a valid Certificate of Qualification in the prime classification of work for this Contract.

**3. Consideration.** All payments provided herein are subject to appropriations made and funds allocated as provided by laws of the State of Indiana. The State shall pay the Contractor for performance of this Contract in current funds as follows:

BASE BID: **\$XXXXXXX.00**  
ALTERNATE(S):  
TOTAL CONTRACT PRICE: **\$XXXXXXX.00**

**4. Term.** The work to be performed under this Contract shall commence within ten (10) days of the last signatory to this Contract. The work shall be completed within **XXX** calendar days.

**5. Conflict of Interest.** As used in this section:

“Immediate family” means the spouse, partner, housemate or the unemancipated children of an individual, as defined by 42 Indiana Administrative Code 1-3-13.

“Interested party,” means:

1. The individual executing this Contract;
2. An individual who has an ownership interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under Subdivision 1 or 2.

“State” means the Indiana Department of Administration.

“State employee” means a state employee, a special state appointee or a state officer, as defined by IC 4-2-6-1(a)(9), (a)(18) and (a)(19), respectively.

- A. The Contractor covenants that it neither has, nor will it have, a direct or indirect financial interest by way of an interested party in any other contract connected or associated with this Contract. The Contractor further represents and warrants that no state employee, who is an interested party of the Contractor as sole proprietor, or who serves as an officer, director, trustee, partner or employee of the Contractor as a legal business entity, participated in any decision or vote of any kind in the award of this Contract. As such and by the execution of this Contract, the Contractor represents and warrants that the result of this Contract does not and will not create a conflict of interest under IC 4-2-6-9 or IC 4-2-6-10.5.
- B. The State may cancel this Contract, without recourse by the Contractor, if an interested party is a state employee and a violation of IC 4-2-6-9 or IC 4-2-6-10.5 has occurred.
- C. The State will not exercise its right of cancellation under Section B above, if the Contractor provides the State an opinion from the State Ethics Commission indicating that the existence of this Contract and the employment by the State of the interested party does not violate any statute or rule relating to ethical conduct of state employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the State Ethics Commission obtained under this Section.
- D. The Contractor has an affirmative obligation under this Contract to disclose to the State when an interested party is or becomes a state employee. The obligation under this section extends only to those facts that the Contractor knows or reasonably should know.

**6. Licensing Standards.** The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor, its employees or

subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**7. Escrow Agreement.** Contemporaneously with the execution of this Contract, the parties may provide for the escrow of retained portions of payments to the Contractor by entering into a separate Escrow Agreement, pursuant to IC 4-13.6-7, with an escrow agent described in IC 4-13.6-7-2(b). Should the Contractor elect to escrow retainage, the Escrow Agreement will become a part of this contract as if fully contained herein.

**8. Contractor's Certification.** The Contractor certifies that it has been pre-qualified by the State of Indiana's Public Works Division Certification Board to perform the work and furnish the services required by this Project. The Contractor further certifies that all information and documentation submitted by it in its Application for Prequalification Certification, the Contractor's Proposal and submitted in response to the Project, is true, accurate and complete as of the date of this Contract's effectiveness. The Contractor shall immediately notify the State of any material change to such information. The Contractor shall immediately notify the State if, during the course of performance of this Contract, it or any of its principals are proposed for debarment or ineligibility, or become debarred or declared ineligible, from entering into contracts with the federal government or any department, agency or political subdivision of the State.

**9. Contractor Employee Drug Testing.** Pursuant to IC 4-13-18, the Contractor shall implement the employee drug testing program submitted as part of its Contractor's Proposal. The State may cancel this Contract if it determines that the Contractor:

- A. Has failed to implement its employee drug testing program during the term of this Contract;
- B. Has failed to provide information regarding implementation of the Contractor's employee drug testing program at the request of the State; or
- C. Has provided to the State false information regarding the Contractor's employee drug testing program.

**10. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**11. Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**12. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or

may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**13. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a “vendor” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor’s fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

If Federal Funds are involved in this Contract, the State also considers the Contractor to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

**14. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**15. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**16. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of

this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) Has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) Will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**17. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

**18. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.



## **19. Continuity of Services.**

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
  - 1. Furnish phase-in training; and
  - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
  
- B. The Contractor shall, upon the State's written notice:
  - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
  - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
  
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
  
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

## **20. Debarment and Suspension.**

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
  
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request,

take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**21. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

**22. Disputes.**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute

resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

**23. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**24. Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

- A. The Contractor does not knowingly employ an unauthorized alien.
- B. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- C. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- D. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**25. Employment Option.** If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

**26. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**27. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**28. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**29. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**30. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

**31. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**32. Information Technology Enterprise Architecture Requirements.** If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

### **33. Insurance**

- A. The Contractor and their subcontractors ( if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
  2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
  4. The Contractor and their subcontractors shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
  2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
  3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
  4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
  5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**34. Key Person(s).**

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in Sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person.

Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are:

**35. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**36. Minority and Women’s Business Enterprises Compliance.** Award of this Contract was based, in part, on the Minority and/or Women’s Business Enterprise (“MBE” and/or “WBE”) participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or SERVICES</u>	<u>UTILIZATION DATE</u>	<u>PERCENT</u>
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*Terms for participation are as provided in the Contractor’s Proposal to the State’s request for participation, which are described and captured in the Contract Documents.*

A copy of each subcontractor agreement must be submitted to IDOA’s MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA’s MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

**37. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**38. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to: Public Works Divisions, Director  
Indiana Department of Administration  
402 W Washington St Room W467  
Indianapolis, IN 46204
- B. Notices to the Contractor shall be sent to: **[INSERT CONTRACTOR NAME]**  
**[INSERT CONTRACTOR ADDRESS]**
- C. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**39. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) the Project Bid Package, (3) attachments prepared by the State; (4) Contractor's Proposal; and (5) attachments prepared by the Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

**40. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

**41. Payments.**

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.



- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

**42. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**43. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**44. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**45. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

**46. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**47. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**48. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**49. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate

the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**50. Termination for Default.**

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
  - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
  - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  - 3. Make progress so as to endanger performance of this Contract; or
  - 4. Perform any of the other provisions of this Contract.
  
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
  
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
  
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**51. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**52. Indiana Veteran’s Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran’s Business Enterprise (“IVBE”) participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
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N/A

A copy of each subcontractor agreement must be submitted to IDOA within thirty (30) days of the effective date of this Contract. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA’s MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

**53. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**54. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

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**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**IN WITNESS WHEREOF**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract for Public Works Project Number **XXXXXX**. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

XXXXXXXXXX  
[Contractor]

**Department of Administration  
Public Works Division**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director, DAPW  
*For IDOA Commissioner if less than \$1,000,000*  
  
Date: \_\_\_\_\_

**Approved by:**  
Department of Administration

**Approved by:**  
State Budget Agency

By: \_\_\_\_\_  
Jessica Robertson, Commissioner

By: \_\_\_\_\_  
Brian E. Bailey, Director

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

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

**Approved as to Form and Legality:**  
*Form approval has been granted by the Office  
of the Attorney General pursuant to  
IC 4-13-2-14.3(e) on August 15, 2016.  
FA 16-28*

This Instrument was prepared by: [INSERT NAME] on XX/XX/XXXX

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## SECTION 220523.12 - BALL VALVES FOR PLUMBING PIPING

### 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. Brass ball valves.
  - 2. Bronze ball valves.

#### 1.3 DEFINITIONS

- A. CWP: Cold working pressure.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of valve.
  - 1. Certification that products comply with NSF 61 and NSF 372.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads, flange faces, and soldered ends.
  - 3. Set ball valves open to minimize exposure of functional surfaces.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store valves indoors and maintain at higher-than-ambient-dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use operating handles or stems as lifting or rigging points.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. ASME Compliance:
  - 1. ASME B1.20.1 for threads for threaded end valves.
  - 2. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
  - 3. ASME B16.18 for solder-joint connections.
  - 4. ASME B31.9 for building services piping valves.
- C. NSF Compliance: NSF 61 and NSF 372 for valve materials for potable-water service.
- D. Bronze valves shall be made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are not permitted.
- E. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- F. Valve Sizes: Same as upstream piping unless otherwise indicated.
- G. Valve Actuator Types:
  - 1. Handlever: For quarter-turn valves smaller than NPS 4.
- H. Valves in Insulated Piping:
  - 1. Include 2-inch stem extensions.
  - 2. Extended operating handles of nonthermal-conductive material and protective sleeves that allow operation of valves without breaking vapor seals or disturbing insulation.
  - 3. Memory stops that are fully adjustable after insulation is applied.

### 2.2 BRASS OR BRONZE BALL VALVES

- A. Brass or Bronze Ball Valves, Two-Piece with Full Port and Brass Trim, Threaded Ends:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Apollo Flow Controls; Conbraco Industries, Inc.
    - b. Crane; a Crane brand.
    - c. FNW; Ferguson Enterprises, Inc.
    - d. Hammond Valve.
    - e. Jomar Valve.



- f. KITZ Corporation.
- g. Milwaukee Valve Company.
- h. NIBCO INC.
- i. Red-White Valve Corp.
- j. Stockham; a Crane brand.
- k. WATTS.

2. Description:

- a. Standard: MSS SP-110 or MSS SP-145.
- b. CWP Rating: 600 psig.
- c. Body Design: Two piece.
- d. Body Material: Forged brass.
- e. Ends: Threaded and soldered.
- f. Seats: PTFE.
- g. Stem: Brass.
- h. Ball: Chrome-plated brass.
- i. Port: Full.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Do not attempt to repair defective valves; replace with new valves.

#### 3.2 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe unless otherwise indicated.
- D. Install valves in position to allow full stem movement.

3.3 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified CWP ratings are unavailable, the same types of valves with higher CWP ratings may be substituted.
- B. Select valves with the following end connections:
  - 1. For Copper Tubing: Threaded ends.

3.4 DOMESTIC HOT- AND COLD-WATER VALVE SCHEDULE

- A. Pipe NPS 2 and Smaller:
  - 1. Brass ball valves, two-piece with full port and stainless steel trim. Provide with threaded-joint ends.

END OF SECTION 220523.12

## SECTION 221116 - DOMESTIC WATER PIPING

### 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. Copper tube and fittings.
  - 2. Piping joining materials.
  - 3. Dielectric fittings.

#### 1.3 ACTION SUBMITTALS

- A. Product Data:
  - 1. Pipe and tube.
  - 2. Fittings.
  - 3. Joining materials.
  - 4. Transition fittings.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. System purging and disinfecting activities report.
- B. Field quality-control reports.

#### 1.5 FIELD CONDITIONS

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

## PART 2 - PRODUCTS

### 2.1 PIPING MATERIALS

- A. Potable-water piping and components shall comply with NSF 14, NSF 61, and NSF 372.

### 2.2 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tube: ASTM B88, Type L.
- B. Annealed-Temper Copper Tube: ASTM B88, Type L.
- C. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.
- D. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, pressure fittings.
- E. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
- F. Cast Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
- G. Wrought Copper Unions: ASME B16.22.

### 2.3 PIPING JOINING MATERIALS

- A. Solder Filler Metals: ASTM B32, lead-free alloys.
- B. Flux: ASTM B813, water flushable.

### 2.4 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
  - 1. Standard: ASSE 1079.
  - 2. Pressure Rating: 125 psig minimum at 180 deg F.
  - 3. End Connections: Solder-joint copper alloy and threaded ferrous.

## PART 3 - EXECUTION

### 3.1 PIPING APPLICATIONS

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
- B. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.
- C. Aboveground domestic water piping shall be the following:
  - 1. Drawn-temper copper tube, ASTM B88, Type L; cast- or wrought-copper, solder-joint fittings; and soldered joints.

### 3.2 INSTALLATION OF PIPING

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.
- B. Install valves according to the following:
  - 1. Section 220523.12 "Ball Valves for Plumbing Piping."
- C. Install domestic water piping level and plumb.
- D. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.
- E. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- F. Install piping to permit valve servicing.
- G. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.
- K. Install sleeves for piping penetrations of walls, ceilings, and floors.

- L. Install sleeve seals for piping penetrations of concrete walls and slabs.

### 3.3 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
  - 1. Apply appropriate tape or thread compound to external pipe threads.
  - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- D. Soldered Joints for Copper Tubing: Apply ASTM B813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B828 or CDA's "Copper Tube Handbook."
- E. Joints for Dissimilar-Material Piping: Make joints using adapters compatible with materials of both piping systems.

### 3.4 INSTALLATION OF DIELECTRIC FITTINGS

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric unions.

### 3.5 INSTALLATION OF HANGERS AND SUPPORTS

- A. Install hangers for tubing and piping, with maximum horizontal spacing and minimum rod diameters, to comply with MSS-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- B. Support horizontal piping within 12 inches of each fitting.

### 3.6 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping adjacent to equipment and machines, allow space for service and maintenance.
- C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.

### 3.7 CLEANING

- A. Clean and disinfect potable domestic water piping as follows:
1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
  2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:
    - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
    - b. Fill and isolate system according to either of the following:
      - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
      - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
    - c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
    - d. Repeat procedures if biological examination shows contamination.
    - e. Submit water samples in sterile bottles to authorities having jurisdiction.
- B. Clean non-potable domestic water piping as follows:
1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
  2. Use purging procedures prescribed by authorities having jurisdiction or; if methods are not prescribed, follow procedures described below:
    - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
    - b. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.
- C. Prepare and submit reports of purging and disinfecting activities. Include copies of water-sample approvals from authorities having jurisdiction.
- D. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION 221116





## SECTION 221119 - DOMESTIC WATER PIPING SPECIALTIES

### 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. Backflow preventers.
  - 2. Ground hydrants.

#### 1.3 DEFINITIONS

- A. AMI: Advanced Metering Infrastructure.
- B. AMR: Automatic Meter Reading.
- C. FKM: A family of fluoroelastomer materials defined by ASTM D1418.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For domestic water piping specialties.
  - 1. Include diagrams for power, signal, and control wiring.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Test and inspection reports.
- B. Field quality-control reports.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For domestic water piping specialties to include in emergency, operation, and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR PIPING SPECIALTIES

- A. Domestic water piping specialties intended to convey or dispense water for human consumption are to comply with the SDWA, requirements of authorities having jurisdiction, and NSF 61 and NSF 372, or to be certified in compliance with NSF 61 and NSF 372 by an American National Standards Institute (ANSI)-accredited third-party certification body that the weighted average lead content at wetted surfaces is less than or equal to 0.25 percent.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Minimum Working Pressure for Domestic Water Piping Specialties: 125 psig unless otherwise indicated.

### 2.3 BACKFLOW PREVENTERS

- A. Reduced-Pressure-Principle Backflow Preventers, BFP-1:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Apollo Flow Controls; Conbraco Industries, Inc.
    - b. FEBCO; A WATTS Brand.
    - c. WATTS.
    - d. Zurn Industries, LLC.
  2. Standard: ASSE 1013.
  3. Operation: Continuous-pressure applications.
  4. Pressure Loss: 12 psig maximum, through middle third of flow range.
  5. Size: 1/1/2"
  6. Body: Bronze.
  7. End Connections: Threaded.
  8. Configuration: Designed for horizontal, straight-through flow.
  9. Accessories:
    - a. Valves NPS 2 and Smaller: Ball type with threaded ends on inlet and outlet.
    - b. Air-Gap Fitting: ASME A112.1.2, matching backflow-preventer connection.

### 2.4 POST HYDRANTS

- A. Nonfreeze, Draining-Type Post Hydrants, PH-1:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. Hoeptner Products.
  - b. Jay R. Smith Mfg Co; a division of Morris Group International.
  - c. Murdock Manufacturing; A Division of Morris Group International.
  - d. Woodford Manufacturing Company.
  - e. WATTS.
  - f. Zurn Industries, LLC.
2. Standard: ASME A112.21.3M.
  3. Type: Nonfreeze, exposed-outlet post hydrant.
  4. Operation: Lift handle or lever.
  5. Head: Epoxy coated cast iron or brass.
  6. Inlet: NPS 3/4 threaded.
  7. Outlet: Garden-hose thread complying with ASME B1.20.7.
  8. Drain: Designed with hole to drain into ground when shut off.
  9. Casing Material: Galvanized steel.
  10. Internal Working Parts and Valve Housing Material: Bronze
  11. Casing and Operating Rod: Of at least length required for burial of valve below frost line.
  12. Vacuum Breaker:
    - a. Garden-hose thread complying with ASME B1.20.7 on outlet.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF PIPING SPECIALTIES

- A. Backflow Preventers: Install in each water supply to mechanical equipment and systems and to other equipment and water systems that may be sources of contamination. Comply with authorities having jurisdiction.
  1. Locate backflow preventers in same room as connected equipment or system.
  2. Install drain for backflow preventers with atmospheric-vent drain connection with air-gap fitting, fixed air-gap fitting, or equivalent positive pipe separation of at least two pipe diameters in drain piping and pipe-to-floor drain. Locate air-gap device attached to or under backflow preventer. Simple air breaks are unacceptable for this application.
  3. Do not install bypass piping around backflow preventers.
- B. Nonfreeze, Draining-Type Post Hydrants: Install with 1 cu. yd. of crushed gravel around drain hole. Set post hydrants in concrete paving or in 1 cu. ft. of concrete block at grade.

#### 3.2 PIPING CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping specialties adjacent to equipment and machines, allow space for service and maintenance.

### 3.3 IDENTIFICATION

- A. Plastic Labels for Equipment: Install engraved plastic-laminate equipment nameplate or sign on or near each of the following:
  - 1. Water pressure-reducing valves.
  - 2. Post hydrants.
- B. Distinguish among multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to identifying unit. Nameplates and signs are specified in Section 220553 "Identification for Plumbing Piping and Equipment."

### 3.4 ADJUSTING

- A. Adjust each reduced-pressure-principle backflow preventer in accordance with manufacturer's written instructions, authorities having jurisdiction and the device's reference standard.

### 3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections.
  - 1. Test each reduced-pressure-principle backflow preventer according to authorities having jurisdiction and the device's reference standard.
  - 2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
- B. Domestic water piping specialties will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 221119

## SECTION 221316 - STORM DRAIN PIPING

### 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. PVC pipe and fittings.

#### 1.3 ACTION SUBMITTALS

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

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working pressure unless otherwise indicated:
  - 1. Gravity Flow Piping: 10-foot head of water.

#### 2.2 PIPING MATERIALS

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

#### 2.3 PVC PIPE AND FITTINGS

- A. Comply with NSF 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping and "NSF-sewer" for plastic sewer piping.

- B. Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.
- C. PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.
- D. Adhesive Primer: ASTM F 656.
- E. Solvent Cement: ASTM D 2564.

### PART 3 - EXECUTION

#### 3.1 PIPING INSTALLATION

- A. Install aboveground PVC piping according to ASTM D 2665.
- B. Install underground PVC piping according to ASTM D 2321.
- C. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

#### 3.2 JOINT CONSTRUCTION

- A. Plastic, Nonpressure-Piping, Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  - 2. PVC Piping: Join according to ASTM D 2855 and ASTM D 2665 appendixes.

#### 3.3 CONNECTIONS

- A. Connect piping to the following:
  - 1. Plumbing Fixtures: Connect waste piping in sizes indicated, but not smaller than required by plumbing code.
- B. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.

#### 3.4 CLEANING AND PROTECTION

- A. Clean interior of piping. Remove dirt and debris as work progresses.
- B. Protect piping during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

- C. Place plugs in ends of uncompleted piping at end of day and when work stops.
- D. Exposed PVC Piping: Protect plumbing piping exposed to sunlight with two coats of water-based latex paint.
- E. Repair damage to adjacent materials caused by piping installation.

### 3.5 PIPING SCHEDULE

- A. Underground piping shall be the following:
  - 1. Solid wall PVC pipe, PVC socket fittings, and solvent-cemented joints.

END OF SECTION 221316





## SECTION 221319.13 - DRAINS

### 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. Floor drains.

#### 1.3 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene styrene.
- B. FRP: Fiberglass-reinforced plastic.
- C. HDPE: High-density polyethylene.
- D. PE: Polyethylene.
- E. PP: Polypropylene.
- F. PVC: Polyvinyl chloride.

#### 1.4 ACTION SUBMITTALS

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

### PART 2 - PRODUCTS

#### 2.1 DRAIN ASSEMBLIES

- A. Sanitary drains shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with NSF 14 for plastic sanitary piping specialty components.

## 2.2 FLOOR DRAINS

### A. Cast-Iron Floor Drains, FD-1:

1. <u>Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Jay R. Smith Mfg Co; a division of Morris Group International.
  - b. Josam Company.
  - c. MIFAB, Inc.
  - d. WATTS.
  - e. Zurn Industries, LLC.
2. Pattern: Floor drain.
3. Body Material: Duco cast iron or manufacturer's equivalent coated cast iron.
4. Body: Rectangular.
5. Outlet: Bottom.
6. Sediment Bucket.
7. Top: Hinged, rectangular, cast iron grating designed for frequent removal of sediment bucket.
8. Top Loading Classification: Medium Duty.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.
  1. Position floor drains for easy access and maintenance.
  2. Set floor drains below elevation of surrounding finished floor to allow floor drainage.
  3. Set with grates depressed according to the following drainage area radii:
    - a. Radius, 30 Inches or Less: Equivalent to 1 percent slope, but not less than 1/4-inch total depression.
    - b. Radius, 30 to 60 Inches: Equivalent to 1 percent slope.
    - c. Radius, 60 Inches or Larger: Equivalent to 1 percent slope, but not greater than 1-inch total depression.
  4. Install floor-drain flashing collar or flange, so no leakage occurs between drain and adjoining flooring.
    - a. Maintain integrity of waterproof membranes where penetrated.

3.2 CONNECTIONS

- A. Install piping adjacent to equipment to allow service and maintenance.

3.3 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

END OF SECTION 221319.13



## SECTION 230523.14 - CHECK VALVES FOR HVAC PIPING

### 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. Bronze swing check valves.

#### 1.3 DEFINITIONS

- A. CWP: Cold working pressure.
- B. EPDM: Ethylene propylene copolymer rubber.
- C. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of valve.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads, flange faces, grooves, and weld ends.
  - 3. Block check valves in either closed or open position.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

## PART 2 - PRODUCTS

### 2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. ASME Compliance:
  - 1. ASME B1.20.1 for threads for threaded-end valves.
  - 2. ASME B16.18 for solder joint.
  - 3. ASME B31.9 for building services piping valves.
- C. Bronze valves shall be made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are not permitted.
- D. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- E. Valve Sizes: Same as upstream piping unless otherwise indicated.
- F. Valve Bypass and Drain Connections: MSS SP-45.

### 2.2 BRONZE SWING CHECK VALVES

- A. Bronze Swing Check Valves with Bronze Disc, Class 125:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Apollo Flow Controls; Conbraco Industries, Inc.
    - b. Crane; a Crane brand.
    - c. Hammond Valve.
    - d. Jenkins Valves; a Crane brand.
    - e. KITZ Corporation.
    - f. Milwaukee Valve Company.
    - g. NIBCO INC.
    - h. WATTS.
  - 2. Description:
    - a. Standard: MSS SP-80, Type 3.
    - b. CWP Rating: 200 psig.
    - c. Body Design: Horizontal flow.
    - d. Body Material: ASTM B62, bronze.
    - e. Ends: Threaded.
    - f. Disc: Bronze.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- E. Do not attempt to repair defective valves; replace with new valves.

#### 3.2 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.
- D. Install valves in position to allow full stem movement.
- E. Install check valves for proper direction of flow and as follows:
  - 1. Swing Check Valves: In horizontal position with hinge pin level.

#### 3.3 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

#### 3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified SWP classes or CWP ratings are unavailable, the same types of valves with higher SWP classes or CWP ratings may be substituted.

3.5 CHILLED-WATER VALVE SCHEDULE

A. Pipe NPS 2 and Smaller:

1. Bronze Valves: May be provided with threaded ends or solder-joint ends.
2. Bronze swing check valves with bronze disc, Class 125.

END OF SECTION 230523.14



## SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Pipe Hangers, Supports, Anchors, and Guides

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. See drawings for products required.

### PART 2 - PRODUCTS

#### 2.1 METAL PIPE HANGERS AND SUPPORTS

- A. Stainless Steel Pipe Hangers, Supports, Anchors, and Guides:
  - 1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
  - 2. Hanger Rods: Continuous-thread rod, nuts, and washer made of stainless steel.

#### 2.2 FASTENER SYSTEMS

- A. Mechanical-Expansion Anchors: Insert-wedge-type anchors for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
  - 1. Indoor Applications: Stainless steel.
  - 2. Outdoor Applications: Stainless steel.

#### 2.3 MATERIALS

- A. Structural Steel: ASTM A36/A36M, carbon-steel plates, shapes, and bars; galvanized.

- B. Stainless Steel: ASTM A240/A240M.
- C. Threaded Rods: Continuously threaded, stainless steel with stainless steel mating nuts and washers.
- D. Grout: ASTM C1107/C1107M, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
  - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
  - 2. Design Mix: 5000-psi, 28-day compressive strength.

### PART 3 - EXECUTION

#### 3.1 APPLICATION

- A. See drawings for installation requirements regarding pipe hangers, supports, anchors, and guides.
- B. 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.

END OF SECTION 230529

## SECTION 230533 - HEAT TRACING

### 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 heat tracing for HVAC piping with the following electric heating cables:
  - 1. Self-regulating, parallel resistance.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include rated capacities, operating characteristics, and furnished specialties and accessories.
  - 2. Schedule heating capacity, length of cable, spacing, and electrical power requirement for each electric heating cable required.
- B. Shop Drawings: For electric heating cable.
  - 1. Include diagrams for power, signal, and control wiring.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Sample Warranty: For special warranty.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For electric heating cables to include in operation and maintenance manuals.

## 1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace electric heating cable that fails in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 SELF-REGULATING, PARALLEL-RESISTANCE HEATING CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Chromalox, Inc.
  - 2. Delta-Therm Corporation.
  - 3. Raychem (Pentair).
- B. Comply with IEEE 515.1.
- C. Designed for operation when exposed to the outdoors.
- D. Heating Element: Pair of parallel No. 16 AWG, nickel-coated, stranded copper bus wires embedded in crosslinked conductive polymer core, which varies heat output in response to temperature along its length. Terminate with waterproof, factory-assembled, nonheating leads with connectors at one end, and seal the opposite end watertight. Cable shall be capable of crossing over itself once without overheating.
- E. Electrical Insulating Jacket: Flame-retardant polyolefin.
- F. Cable Cover: Tinned-copper braid and polyolefin outer jacket.
- G. Maximum Operating Temperature (Power On): 150 deg F.
- H. Maximum Exposure Temperature (Power Off): 185 deg F.
- I. 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.
- J. Capacities and Characteristics:
  - 1. Maximum Heat Output: 12 W/ft..
  - 2. Number of Parallel Cables: 1.
  - 3. Electrical Characteristics for Single-Circuit Connection:
    - a. Volts: 277.
    - b. Phase: 1.
    - c. Hertz: 60.

## 2.2 CONTROLS

- A. Remote bulb unit with adjustable temperature range from 30 to 50 deg F.
- B. Snap action; open-on-rise, single-pole switch with minimum current rating adequate for connected cable.
- C. Remote bulb on capillary, resistance temperature device, or thermistor for directly sensing pipe-wall temperature.
- D. Corrosion-resistant, waterproof control enclosure.

## 2.3 ACCESSORIES

- A. Cable Installation Accessories: Fiberglass tape, heat-conductive putty, cable ties, silicone end seals and splice kits, and installation clips all furnished by manufacturer, or as recommended in writing by manufacturer.
- B. Warning Tape: Continuously printed "Electrical Tracing"; vinyl, at least 3 mils thick, and with pressure-sensitive, permanent, waterproof, self-adhesive back.
  - 1. Width for Markers on Toboggan Track Shroud: 1-1/2 inches minimum.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces and substrates to receive electric heating cables for compliance with requirements for installation tolerances and other conditions affecting performance.
  - 1. Ensure surfaces and pipes in contact with electric heating cables are free of burrs and sharp protrusions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install temperature sensors within toboggan track shroud. The intent is to prevent ice buildup in toboggan track shroud at low points in track.
- B. Install electric heating cable across expansion joints according to manufacturer's written instructions; use slack cable to allow movement without damage to cable.
- C. Install electric heating cables after piping has been tested and before insulation is installed.
- D. Install electric heating cables according to IEEE 515.1.

- E. Install insulation over piping with electric cables according to Section 230719 "HVAC Piping Insulation."
- F. Install warning tape on toboggan track shroud electric heating cables are installed. Adhere warning label to side of shroud facing away from the center of track.
- G. Set field-adjustable switches and circuit-breaker trip ranges.

### 3.3 CONNECTIONS

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

### 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Perform tests after cable installation but before application of stainless steel toboggan track shroud.
  - 2. Test cables for electrical continuity and insulation integrity before energizing.
  - 3. Test cables to verify rating and power input. Energize and measure voltage and current simultaneously.
- C. Repeat tests for continuity and input power after applying stainless steel toboggan track shroud.
- D. Cables will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

### 3.5 PROTECTION

- A. Protect installed heating cables, including nonheating leads, from damage during construction.
- B. Remove and replace damaged heat-tracing cables.

END OF SECTION 230533

## SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Equipment labels.
2. Signs and labels.

#### 1.2 ACTION SUBMITTALS

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

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT LABELS

##### A. Plastic Labels for Equipment:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Brady Corporation.
  - b. Brimar Industries, Inc.
  - c. Carlton Industries, LP.
  - d. Seton Identification Products; a Brady Corporation company.
2. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, with predrilled holes for attachment hardware.
3. Letter and Background Color: As indicated for specific application under Part 3.
4. Maximum Temperature: Able to withstand temperatures of up to 160 deg F.
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances of up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
7. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

- ##### B. Label Content: Include equipment's Drawing designation.

## 2.2 SIGNS AND LABELS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Brady Corporation.
  - 2. Brimar Industries, Inc.
  - 3. Carlton Industries, LP.
  - 4. Seton Identification Products; a Brady Corporation company.
- B. Description: Permanent adhesive vinyl
  - 1. Designed for exterior use
    - a. able to withstand minimum -20F to 120F temperatures
    - b. UV stable
  - 2. Contact-type permanent adhesive design for use on stainless steel surface.
  - 3. 3” tall lettering, black text on white background.
- C. Label Content: See drawings.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Clean piping and equipment surfaces of incompatible primers, paints, and encapsulants, as well as dirt, oil, grease, release agents, and other substances that could impair bond of identification devices.

### 3.2 INSTALLATION, GENERAL REQUIREMENTS

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of track access sections.
- C. Locate identifying devices so that they are readily visible for maintenance operations but concealed from public view.

### 3.3 INSTALLATION OF EQUIPMENT LABELS, SIGNS, AND LABELS

- A. Permanently fasten labels on each item of mechanical equipment or in location indicated on drawings.
- B. Sign and Label Colors:
  - 1. Black letters on white background.



- C. Locate equipment labels where accessible and visible for maintenance operations but concealed from public view.
- D. Provide plastic equipment labels for replacement pump, replacement expansion tank, replacement back flow preventor, and all other mechanical or plumbing equipment provided by Contractor in these contract documents.
- E. Provide permanent adhesive vinyl signs and labels to identify service items under stainless steel track shroud.

END OF SECTION 230553



## SECTION 230719 - HVAC PIPING INSULATION

### 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 removable pipe and fitting insulation covers.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

#### 1.5 COORDINATION

- A. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

#### 1.6 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

## PART 2 - PRODUCTS

### 2.1 INSULATION MATERIALS

- A. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- B. Products that come into contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested in accordance with ASTM C871.
- C. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable in accordance with ASTM C795.
- D. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

### 2.2 REMOVABLE INSULATION COVERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Firwin.
  - 2. Jergens.
  - 3. No Sweat Reusable Valve Wraps.
  - 4. Unitherm International, Inc.
  - 5. Approved Equal.
- B. Insulation shall be sized to fit valves, anchor points, unions, expansion joints and other piping components as noted on the drawings.
- C. Insulation material shall be water impermeable and shall be designed for below ambient pipe operation. The glycol mixture delivered by piping will operate at -10 F.
- D. Insulation cover shall have fasteners to secure insulation.
- E. When installed over an expansion joint assembly, include slack to allow full movement of expansion joint. Expansion joints have a maximum travel of 6”.
- F. At anchor points, insulation cover must allow anchor to pass through insulation. See details of drawings for additional information.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF REMOVABLE INSULATION COVERS

- A. Install removable insulation covers tight and without gaps.

- B. Where installed at a pipe expansion joint assembly ensure insulation cover has enough slack to allow full range of movement without insulation cover slipping.
- C. Install insulation cover to avoid interference with toboggan track shroud and other obstructions during pipe thermal expansion movement.

### 3.2 PIPING INSULATION SCHEDULE

- A. Apply removable insulation covers on piping components that cannot be insulated with cased piping manufacturer's insulation. Insulation shall be 1" thick minimum and designed for a fluid temperature lower than ambient.

END OF SECTION 230719



## SECTION 232113 - HYDRONIC PIPING

### 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 pipe and fitting materials and joining methods for the following:
  - 1. Copper tube and fittings.
  - 2. Plastic pipe and fittings.
  - 3. Preengineered cased piping system.
  - 4. Joining materials.
  - 5. Transition fittings.
  - 6. Dielectric fittings.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of the following:
  - 1. Pipe.
  - 2. Fittings.
  - 3. Joining materials.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Field quality-control reports.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature unless otherwise indicated:
  - 1. Glycol Cooling-Water Piping: 150 psig at 100 deg F.

## 2.2 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tubing: ASTM B 88, Type L.
- B. Wrought-Copper Unions: ASME B16.22.

## 2.3 PLASTIC PIPE AND FITTINGS

- A. PVC Plastic Pipe: ASTM D 1785, with wall thickness as indicated in "Piping Applications" Article.
  - 1. PVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM D 2466 for Schedule 40 pipe; ASTM D 2467 for Schedule 80 pipe.

## 2.4 PREENGINEERED CASED PIPING SYSTEM

- A. Description: Factory-fabricated piping with carrier pipe, insulation, and casing.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Perma-Pipe, Inc.
    - b. Rovanco Piping Systems, Inc.
    - c. Tricon Piping Systems, Inc.
    - d. Urecon Ltd, Georg Fischer.
  - 2. Source Limitations: Obtain piping system from single source from single manufacturer.
- B. Carrier Pipe: Materials as indicated in "Piping Application" Article. See articles in this Section for required carrier pipe material characteristics.
- C. Carrier Pipe Insulation:
  - 1. Polyurethane Foam Pipe Insulation: Rigid, cellular, and high-pressure injected between carrier pipe and jacket.
    - a. Comply with ASTM C591; thermal conductivity (k-value) shall not exceed 0.165 Btu x in./h x sq. ft. x deg F at 75 deg F after 180 days of aging.
- D. Casing: HDPE.
- E. Casing accessories include the following:
  - 1. Joint Kit: Half-shell, pourable or split insulation, casing sleeve, and shrink-wrap sleeve.
  - 2. Expansion Blanket: Elastomeric foam, formed to fit over piping.
  - 3. End Seals: Shrink wrap the casing material to seal watertight around casing and carrier pipe.



- F. Cover: With polyurethane foam insulation with an HDPE jacket; thickness indicated in "Piping Application" Article.
- G. Source Quality Control: Factory test carrier pipe to 150 percent of operating pressure of system or maximum pressure allowable by manufacturer, whichever is less. Furnish test certificates.

## 2.5 JOINING MATERIALS

- A. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- B. Solvent Cements for PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

## 2.6 TRANSITION FITTINGS

- A. Plastic-to-Metal Transition Fittings:
  - 1. One-piece fitting with one threaded brass or copper insert and one solvent-cement-joint end of material and wall thickness to match plastic pipe material.
- B. Plastic-to-Metal Transition Unions:
  - 1. Brass or copper end, solvent-cement-joint end of material and wall thickness to match plastic pipe material, rubber gasket, and threaded union.

## 2.7 DIELECTRIC FITTINGS

- A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.
- B. Dielectric Unions:
  - 1. Description:
    - a. Standard: ASSE 1079.
    - b. Pressure Rating: 125 psig minimum at 180 deg F.
    - c. End Connections: Solder-joint copper alloy and threaded ferrous.
- C. Dielectric Nipples:
  - 1. Description:
    - a. Standard: IAPMO PS 66.
    - b. Electroplated steel nipple, complying with ASTM F 1545.
    - c. Pressure Rating: 300 psig at 225 deg F.
    - d. End Connections: Male threaded or grooved.
    - e. Lining: Inert and noncorrosive, propylene.

## PART 3 - EXECUTION

### 3.1 PIPING APPLICATIONS

- A. Glycol cooling-water piping shall be the following:
1. Cased piping, schedule 40 PVC carrier pipe with 1" thick polyurethane carrier pipe insulation and HDPE casing.
  2. Type L, drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
    - a. Copper tubing shall be used only in small quantities when connecting to existing copper tubing or replacing valves or piping specialties in existing copper tubing.
  3. Schedule 40 PVC plastic pipe and fittings and solvent-welded joints.
    - a. PVC without casing shall be used only in small quantities where casing will interfere with installation of pipe anchors, valves, or pipe specialties.

### 3.2 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping to permit valve servicing.
- E. Install piping at indicated slopes.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Install piping to allow application of insulation.
- I. Select system components with pressure rating equal to or greater than system operating pressure.
- J. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.

- K. Install drains, consisting of a tee fitting, NPS 3/4 ball valve, and short NPS 3/4 threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.
- L. Install piping at a uniform grade of 0.2 percent upward in direction of flow.
- M. Reduce pipe sizes using eccentric reducer fitting installed with level side up unless otherwise indicated on drawings.
- N. Install branch connections to mains using tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.
- O. Install valves according to the following:
  - 1. Section 230523.12 "Ball Valves for HVAC Piping."
  - 2. Section 230523.14 "Check Valves for HVAC Piping."
- P. Install unions in piping adjacent to valves, at final connections of equipment, and elsewhere as indicated.
- Q. Install shutoff valve immediately upstream of each dielectric fitting.
- R. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."
- S. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."

### 3.3 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.
- B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric nipples or unions.
- C. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric nipples.

### 3.4 INSTALLATION OF HANGERS AND SUPPORTS

- A. Comply with requirements in Section 230529 "Hangers and Supports for HVAC Piping and Equipment" for hangers, supports, and anchor devices.
- B. Install hangers for copper tubing, with maximum horizontal spacing and minimum rod diameters, to comply with MSS-58, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- C. Install hangers for plastic piping, with maximum horizontal spacing and minimum rod diameters, to comply with manufacturer's written instructions, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

- D. Support horizontal piping within 12 inches of each fitting and coupling.

### 3.5 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
  - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
  - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- E. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
  - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  - 2. PVC Pressure Piping: Join ASTM D 1785 schedule number, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule number PVC pipe and socket fittings according to ASTM D 2855.
- F. Conduit and Cased Piping Joints: Assemble sections and finish joints with pourable or split insulation and exterior jacket sleeve, and apply shrink-wrap seals.

### 3.6 CHEMICAL TREATMENT

- A. Fill systems that have antifreeze or glycol solutions with the following concentrations:
  - 1. Glycol Cooling-Water Piping: Minimum of 30 percent propylene glycol.

### 3.7 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect installation of conduit and cased piping.
- B. Prepare hydronic piping according to ASME B31.9 and as follows:

1. Leave joints, including welds, uninsulated and exposed for examination during test.
  2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
  3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
  4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
  5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.
- C. Perform the following tests on hydronic piping:
1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
  2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
  3. Isolate expansion tanks and determine that hydronic system is full of water.
  4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times the "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
  5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
  6. Prepare written report of testing.
- D. Perform the following before operating the system:
1. Open manual valves fully.
  2. Inspect pumps for proper rotation.
  3. Set makeup pressure-reducing valves for required system pressure.
  4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
  5. Set temperature controls so all coils are calling for full flow.
  6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
  7. Verify lubrication of motors and bearings.
- E. Fill underground piping system with permanent system liquid prior to system testing and balancing.

END OF SECTION 232113



## SECTION 232116 - HYDRONIC PIPING SPECIALTIES

### 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. Hydronic specialty valves.
- 2. Air-control devices.
- 3. Slip Expansion Joint

- B. Related Requirements:

- 1. Section 230523.12 "Ball Valves for HVAC Piping" for specification and installation requirements for ball valves common to most piping systems.
- 2. Section 230523.14 "Check Valves for HVAC Piping" for specification and installation requirements for check valves common to most piping systems.

#### 1.3 ACTION SUBMITTALS

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

- 1. Include construction details and material descriptions for hydronic piping specialties.
- 2. Include rated capacities, operating characteristics, and furnished specialties and accessories.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For hydronic piping specialties to include in emergency, operation, and maintenance manuals.

#### 1.5 QUALITY ASSURANCE

- A. Pipe Welding: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code: Section IX.

- B. Safety Valves and Pressure Vessels: Shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

## PART 2 - PRODUCTS

### 2.1 HYDRONIC SPECIALTY VALVES

#### A. Plastic Ball Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Georg Fischer Inc.
  - b. Hayward Flow Control.
  - c. IPEX USA LLC.
  - d. NIBCO INC.
  - e. Plast-O-Matic Valves, Inc.
2. Body: One-, two-, or three-piece CPVC or PVC to match piping.
3. Ball: Full-port CPVC or PVC to match piping.
4. Seats: PTFE.
5. Seals: EPDM.
6. End Connections: Socket, union, or flanged.
7. Handle Style: Tee shape.
8. CWP Rating: Equal to piping service.
9. Maximum Operating Temperature: Equal to piping service.
10. Comply with MSS SP-122.
11. Ball valve must fit within existing track enclosure shroud. The space available is approximately 7" diameter. Contractor to confirm exact dimensions in field.

### 2.2 AIR-CONTROL DEVICES

#### A. Manual Air Vents:

1. Body: Bronze.
2. Internal Parts: Nonferrous.
3. Operator: Screwdriver or thumbscrew.
4. Inlet Connection: NPS 1/2.
5. Discharge Connection: NPS 1/8.
6. CWP Rating: 150 psig.
7. Maximum Operating Temperature: 225 deg F.

#### B. Diaphragm-Type ASME Expansion Tanks:



1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. AMTROL, Inc.
  - b. Armstrong Pumps, Inc.
  - c. Bell & Gossett; a Xylem brand.
  - d. TACO Comfort Solutions, Inc.
2. Tank: Welded steel, rated for 125-psig working pressure and 375 deg F maximum operating temperature. Factory test after tanks are fabricated and supports installed and are labeled according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
3. Diaphragm: Securely sealed into tank to separate air charge from system water to maintain required expansion capacity.
4. Air-Charge Fittings: Schrader valve, stainless steel with EPDM seats.

C. Air-Charge Fittings: Schrader valve, stainless steel with EPDM seats.

D. Safety Valves: ASME labeled.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. AMTROL, Inc.
  - b. Armstrong Pumps, Inc.
  - c. Bell & Gossett; a Xylem brand.
  - d. Kunkle.
  - e. TACO Comfort Solutions, Inc.
2. Body: Bronze or brass.
3. Disc: Glass and carbon-filled PTFE.
4. Seat: Brass.
5. Stem Seals: EPDM O-rings.
6. Wetted, Internal Work Parts: Brass and rubber.
7. Valve Seat and Stem: Noncorrosive.
8. Valve Size, Capacity, and Operating Pressure: Comply with ASME Boiler and Pressure Vessel Code: Section VIII, and selected to suit system in which installed, with operating pressure and capacity factory set and field adjustable.

## 2.3 SLIP EXPANSION JOINTS

A. PVC Slip Expansion Joints:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Spears Manufacturing.
  - b. Approved Equal.

2. Body: PVC to match piping.
3. Style: Sealed telescoping design.
4. Min Pressure Rating: 150 psig at 73F.
5. Sealing Element: Three EPDM pressure o-ring seal.
6. Travel: 6”.
7. End Connections: PVC Socket.
8. Expansion joint must fit with existing track enclosure shroud. The space available is approximately 7” diameter. Contractor to confirm exact dimensions in field.

### PART 3 - EXECUTION

#### 3.1 VALVE APPLICATIONS

- A. Install safety valves at expansion tanks and elsewhere as required by ASME Boiler and Pressure Vessel Code. Pipe drain to floor. Comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, for installation requirements.

#### 3.2 HYDRONIC SPECIALTIES INSTALLATION

- A. Install manual air vents at high points in piping and elsewhere as required for system air venting.
- B. Install expansion tanks on the floor. Vent and purge air from hydronic system and ensure that tank is properly charged with air to suit system Project requirements.

END OF SECTION 232116

## SECTION 232123 - HYDRONIC PUMPS

### 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. Close-coupled, end-suction centrifugal pumps.

#### 1.3 DEFINITIONS

- A. EPDM: Ethylene propylene diene monomer.
- B. EPR: Ethylene propylene rubber.
- C. FKM: Fluoroelastomer polymer.
- D. HI: Hydraulic Institute.
- E. NBR: Nitrile rubber or Buna-N.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of pump.
  - 1. Include certified performance curves and rated capacities, operating characteristics, furnished specialties, final impeller dimensions, and accessories for each type of product indicated.
  - 2. Indicate pump's operating point on curves.

#### 1.5 CLOSEOUT SUBMITTALS

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

## 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. Mechanical Seals: One mechanical seal(s) for each pump.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

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

### 2.2 CLOSE-COUPLED, END-SUCTION CENTRIFUGAL PUMPS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Armstrong Pumps, Inc.
  - 2. Bell and Gossett, Xylem.
  - 3. TACO Comfort Solutions, Inc.
- B. Description: Factory-assembled and -tested, centrifugal, overhung-impeller, close-coupled, end-suction pump as defined in HI 1.1-1.2 and HI 1.3; designed for installation with pump and motor shafts mounted horizontally.
- C. Pump Construction:
  - 1. Casing: Radially split, cast iron, with drain plug at bottom and air vent at top of volute, threaded gauge tappings at inlet and outlet, and flanged connections.
  - 2. Impeller: ASTM B584, cast bronze; statically and dynamically balanced, keyed to shaft, and secured with a locking cap screw. For constant-speed pumps, trim impeller to match specified performance.
  - 3. Pump Shaft Sleeve: Aluminum bronze.
  - 4. Pump Stub Shaft: Type 304 stainless steel.
  - 5. Seal: Mechanical seal consisting of silicon carbide rotating ring against a silicon carbide seat held by a stainless-steel spring, and ethylene propylene rubber bellows and gasket.
- D. Motor: Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
  - 1. Enclosure: Totally enclosed, fan cooled.
  - 2. NEMA Premium Efficient motors as defined in NEMA MG 1.

3. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
  4. Single-speed motor.
- E. Capacities and Characteristics: See schedule(s) on drawings.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine equipment foundations and anchor-bolt locations for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for piping systems to verify actual locations of piping connections before pump installation.
- C. Examine foundations for suitable conditions where pumps will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PUMP INSTALLATION

- A. Comply with HI 1.4 and HI 2.4.
- B. Install pumps to provide access for periodic maintenance including removing motors, impellers, couplings, and accessories.
- C. Independently support pumps and piping so weight of piping is not supported by pumps and weight of pumps is not supported by piping.
- D. Equipment Mounting:
  1. Install pump on existing housekeeping pad.

### 3.3 ALIGNMENT

- A. Perform alignment service. When required by manufacturer to maintain warranty coverage, engage a factory-authorized service representative to perform it.
- B. Comply with requirements in HI standards for alignment of pump and motor shaft. Add shims to the motor feet and bolt motor to base frame. Do not use grout between motor feet and base frame.
- C. Comply with pump and coupling manufacturers' written instructions.

- D. After alignment is correct, tighten foundation bolts evenly but not too firmly. Completely fill baseplate with nonshrink, nonmetallic grout while metal blocks and shims or wedges are in place. After grout has cured, fully tighten foundation bolts.

### 3.4 PIPING CONNECTIONS

- A. Where installing piping adjacent to pump, allow space for service and maintenance.
- B. Connect piping to pumps.

### 3.5 ELECTRICAL CONNECTIONS

- A. Install electrical devices furnished by manufacturer, but not factory mounted, in accordance with NFPA 70 and NECA 1.
- B. Install nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection.
  - 1. Nameplate shall be laminated acrylic or melamine plastic signs with a black background and engraved white letters at least 1/2 inch high.

### 3.6 CONTROL CONNECTIONS

- A. Install control and electrical power wiring to field-mounted control devices.

### 3.7 STARTUP SERVICE

- A. Perform startup service.
  - 1. Complete installation and startup checks in accordance with manufacturer's written instructions.
  - 2. Check piping connections for tightness.
  - 3. Clean strainers on suction piping. Use startup strainer for initial startup.
  - 4. Perform the following startup checks for each pump before starting:
    - a. Verify bearing lubrication.
    - b. Verify that pump is free to rotate by hand and that pump for handling hot liquid is free to rotate with pump hot and cold. If pump is bound or drags, do not operate until cause of trouble is determined and corrected.
    - c. Verify that pump is rotating in correct direction.
  - 5. Prime pump by opening suction valves and closing drains, and prepare pump for operation.
  - 6. Start motor.
  - 7. Open discharge valve slowly.

3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Hydronic pumps will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

3.9 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain hydronic pumps.

END OF SECTION 232123





## SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Definitions.
  - 2. General electrical requirements.
  - 3. Temporary electricity.
  - 4. Electrical coordination and installation.
  - 5. Submittals.
  - 6. Delivery, storage, and handling.
  - 7. Cutting, patching, damage, and mutilation.
  - 8. System startup.
  - 9. Warranty.

#### 1.3 DEFINITIONS

- A. Furnish: Supply but do not install the specific item, component, equipment, system, etc.
- B. Install: Place in position, make connections and adjust for use of the specific item, component, equipment, system, etc.
- C. Provide: Furnish and install the specific item, component, equipment, system, etc.
- D. Equipment: A general term, including material, fittings, devices, appliances, luminaires, apparatus, machinery, etc. used as part of or in the connection with an electrical installation, per NEC.
- E. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces, immediately below roof, space above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- F. Concealed, Inaccessible, Interior Installations: Concealed from view and protected from physical contact by building occupants. Rendered inaccessible by the structure of finish of the

building, per NEC. Examples include above hard ceilings and in chases not behind an access panel.

- G. Concealed, Accessible, Interior Installations: Concealed from view and protected from physical contact by building occupants. Accessible via the structure of the finish of the building, per NEC. Examples include above lay-in ceilings and behind access panels in chases.
- H. Work: Labor, installation, materials, equipment, systems, etc. required to complete a portion of the project scope.
- I. NFPA 70 (National Electrical Code - NEC): Currently adopted NFPA 70 code with all amendments as adopted by the state or local authority having jurisdiction.

#### 1.4 GENERAL ELECTRICAL REQUIREMENTS

- A. Provide all required labor, material, equipment, and Contractor's services necessary to complete the electrical installation required in full conformity with the Contract Documents and as required to meet all current codes and ordinances including all requirements of the Occupational Safety and Health Act latest edition.
- B. This Contractor shall review the complete set of drawings and specifications and include work from other divisions that affect his work.
- C. Perform all work to conform to or exceed the minimum requirements of the current edition of the National Electrical Code, NECA and all federal, state, local and municipal codes and ordinances. Work shown on the drawings or in the specifications that exceed the minimum requirements of the NFPA 70 or other regulations shall be installed as indicated. Comply with the directions of all properly appointed authorities having jurisdiction.
- D. OSHA: Contractor, Sub-Contractor, and all those working at the job site shall adhere to all requirements of the Occupational Safety and Health Act latest edition.
- E. Drawings are diagrammatical in nature and do not show every required miscellaneous detail, support, fitting, etc. Drawings shall not be scaled for purposes of equipment installation. All measurements shall be verified to ensure equipment, raceways, devices, luminaires, etc. are installed in a neat and workmanlike manner. Furnish and install all materials required for a complete and operational electrical system. Coordinate with architectural drawing for final location for furniture connections.
- F. Obtain all permits, licenses, certificates and pay for all fees necessary to complete the electrical installation unless otherwise noted in the front end specifications or Division 01.
- G. Field verify all conditions and dimensions as they pertain to the intent of the drawings and specifications. Contractor shall bring to the attention of the Engineer any discrepancies discovered prior to the commencement of any work affected by or related to such discrepancy. Contractor shall be responsible for all costs associated with or caused by that contractor's failure to comply with this requirement.

- H. Provide all disconnects, starters, wiring, raceway, pathways, etc. required to properly connect all equipment indicated in the Construction Documents to be furnished and installed by other Trades and/or by the Owner, or furnished by other Trades and/or the Owner for installation by this Contractor. Verify all requirements with approved submittals prior to rough-in and installation.
- I. The Engineer reserves the right to make changes of the locations of all switches, equipment, etc. up to the time of setting of equipment without additional cost to the project.
- J. Field verify exact location of electrical equipment and rearrange as required by the Engineer.
- K. All materials shall be new and shall be Underwriters Laboratories (UL) labeled conforming to NEMA Standards and all applicable codes unless otherwise noted.
- L. Manufacturer Qualifications: Company specializing in manufacturing products with not less than three years of documented experience.
- M. Workmanship: As a minimum requirement, NECA "Good Workmanship in Electrical Construction" shall be followed along with any additional requirements as described in the specifications and on the drawings.
- N. Provide all cutting, patching, and replacement of materials for electrical work in accordance with all appropriate Divisions of Specifications.
- O. Provide access panels and doors for electrical items that are required to remain accessible that are installed in non-accessible spaces.
- P. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document that prescribes execution requirements (drawings, specifications, submittals, addendums, etc.).

## 1.5 VERIFICATION

- A. Contractor shall visit the project site to verify existing conditions relative to the project scope.
- B. Work shown on the drawings as "existing" is assumed to be in place and suitable for modifications and additions as indicated on the drawings. This contractor shall field verify these items prior to installation and shall make all necessary provisions required for proper installation as required by the drawings and specifications. Contractor shall submit questions in reference to existing conditions in writing to the architect/engineer.

## 1.6 COORDINATION

- A. Contractor shall coordinate with all other Trades to assure proper timing and installation of materials and equipment to meet the sequence of construction. Contractor shall also coordinate with other trades to ensure installation is within intended space requirements, meets code

requirements, and does not result in any conflicts. Minor field installation deviations from the drawings are acceptable to ensure proper installation and that all code requirements are met.

- B. Before performing any work, review the drawings and confirm that the electrical work does not interfere with clearance required for beams, foundations, columns, pilasters, partitions, ductwork, plumbing, fire protection, etc. Where interferences develop after installation of equipment, this contractor shall make changes requested by the Engineer as required to provide proper clearances at the expense of this Contractor.
  - C. All interruptions of a system or a service shut-down of any duration shall be approved by the Owner and Engineer in writing not less than seven (7) days in advance of the interruption or shut-down. Submit duration and nature of an interruption or shut-down at time of request.
  - D. Coordinate arrangement, mounting, and support of electrical equipment:
    - 1. To provide for ease of disconnecting the equipment with minimum interference to other installations.
    - 2. To allow right of way for piping installed at required slope.
    - 3. To allow raceways, cables, wireways, cable trays, busways, etc. to be clear of obstructions and of the working and access space of other equipment.
  - E. Coordinate location of access panels and doors for electrical items that are behind finished surfaces concealed in locations that will remain inaccessible in the future.
  - F. For equipment requiring connections by other trades; provide approved submittals to the appropriate trade. Approved submittals are to include all information required by the other trade.
  - G. Coordinate all training sessions with the Owner and Engineer. All training sessions shall be performed and scheduled at the Owner's convenience. Quantity of training sessions and length of each session shall be as specified in the technical specification sections.
- 1.7 TEMPORARY ELECTRICITY
- A. Provide temporary power and lighting for the progression of work by all Trades as required by Division 01.
- 1.8 SERVICE CONTINUITY
- A. Continuity:
    - 1. Service continuity to existing equipment shall be addressed in the following manner:
      - a. Maintain service continuity to all existing loads that are to remain by modifying and/or extending conduit and wiring as required. Field verification of existing conduit runs and circuitry is to be done as required. This is applicable to

receptacles, overhead power drops, disconnects, lighting, and mechanical equipment.

#### 1.9 SUBMITTALS

- A. Refer to Division 01 Shop Drawings, for submittal procedures.
- B. Provide submittals for products in Division 26, 27, and 28.
- C. Shop drawing submittals shall comply with the following:
  - 1. Organize each submittal by specification section and it shall include all manufactured items.
- D. Submit record drawings in accordance with Division 01
- E. Where new electrical equipment, devices, cabling, etc. specified or noted on the drawings are obsolete, provide replacements that meet or exceed all options and accessories necessary for its function. Submit replacement for approval.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle all material and equipment in accordance with the manufacturer's recommendation unless specifically otherwise noted.
- B. Store all materials and equipment off-site unless approved by the Engineer. Materials and equipment stored on-site shall be stored in a climate controlled indoor space and so as not to interfere with construction or facilities in use by Owner.
- C. Damaged material and equipment shall not be furnished or installed.

#### 1.11 CUTTING, PATCHING, DAMAGE, AND MUTILATION

- A. The General Contractor is responsible for all cutting and patching indicated on the Drawings related to installation or removal of work by the Electrical Contractor. All required cutting and patching may not be shown. Any additional cutting and patching required for electrical work, which is not indicated on the Drawings, is the responsibility of the Electrical Contractor.
- B. All undue or untimely damage or mutilation of masonry, plaster and other finished surfaces around conduit, equipment, etc., created by this Contractor shall be repaired by the proper Contractor and paid for by this Contractor.
- C. This Contractor shall be responsible for damage to or mutilation of the work of the other Contractors or to the building and its contents caused by equipment installed or work performed by this Contractor.

- D. The finish of any item that has been marred, scratched or damaged in any way by this Contractor shall be repaired and repainted at the expense of this Contractor, and to the satisfaction of the Engineer.

#### 1.12 BASIC ELECTRICAL REQUIREMENTS

- A. All electrical systems shall be designed and specified as “fully-rated” systems. “Series-rated” systems are not acceptable.

#### 1.13 SYSTEM START-UP

- A. Perform tests on all systems and each piece of equipment as required by applicable codes and/or as specified.
- B. Clean all equipment of construction debris and dust prior to demonstration to Owner.
- C. All work shall include start-up of all systems, demonstrating each system to the Owner, and training the Owner in the proper operation of each system. Furnish operational and maintenance instructions.

#### 1.14 WARRANTY

- A. In addition to the warranty required under the provisions of front end, Division 0 and 1 specifications, provide additional warranty for work and materials for the time periods indicated under individual Sections of the Specifications or for a duration of one (1) year from the date of final acceptance by the owner or substantial completion, whichever is longer. Manufacturer product Warranties and Guaranties that exceed the minimum requirements of the Contract Documents shall be adhered to.
- B. Contractor shall correct, repair, and/or replace any deficiencies of any part of the installation to the satisfaction of the Owner and Engineer for the duration of the warranty/guarantee period.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.

- B. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

END OF SECTION 260500





## SECTION 260510 - ELECTRICAL DEMOLITION

### 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.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation, historical documents, and/or information from the owner. Contractor shall verify all information.
- D. Report discrepancies to **Engineer** before disturbing existing installation.
- E. Beginning of demolition means installer accepts existing conditions.
- F. The electrical contractor shall visit the job site prior to bidding and establish the condition of the existing conduit and cable support system(s).

#### 3.2 PREPARATION

- A. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits use personnel experienced in such operations.
- B. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.

1. Obtain permission from Owner at least 7 calendar days before partially or completely disabling system.

### 3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. The Owner has first right of refusal of all equipment removed, including lighting fixtures, motors, starters, etc.
- B. Remove, relocate, and extend existing installations to accommodate new construction.
- C. Repair adjacent construction and finishes damaged during demolition and extension work.
- D. Maintain access to existing electrical installations and junction boxes that become inaccessible for any reason, which are to remain active. Modify installation or provide access panel as appropriate.
- E. Extend existing installations using materials and methods to match existing installation unless otherwise specified.
- F. Service continuity shall be maintained to all existing loads that are to remain by modifying and/or extending conduit and wiring as required. Field verification of existing conduit runs and circuitry shall be done as required. This is applicable to lighting, wiring to mechanical equipment, etc.

### 3.4 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

END OF SECTION 260510

## SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Copper building wire rated 600 V or less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

#### 1.3 ACTION SUBMITTALS

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

#### 1.4 GENERAL PROVISIONS

- A. All wire and cable sizes shall be as indicated. Contractor shall notify the Engineer/Owner if conductor size recommended by the system equipment manufacturer varies from the cables listed in this specification.
- B. Wire and cable insulation shall be color coded, with a separate color used for each phase and neutral used consistently through the system as specified in Identification section Green shall be used for all grounding conductors.
- C. No material shall be used in the conductor system that cannot be identified under an approved material specification.
- D. No material shall be installed that is corrosive, breeds or sustains mold growth, is moisture absorbing or whose properties exceed the following:
  - 1. Flame spread 25 Max
  - 2. Smoke developed 50 Max
  - 3. Fuel contributed 50 Max

## PART 2 - PRODUCTS

### 2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Acceptable manufacturers:
  - 1. Alpha Wire Company
  - 2. American Bare Conductor
  - 3. Belden Inc
  - 4. Cerro Wire LLC
  - 5. Encore Wire Corporation
  - 6. General Cable Technologies Corporation
  - 7. Okonite Company
  - 8. Service Wire Co.
  - 9. Southwire Company
  - 10. WESCO
- C. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. RoHS compliant.
  - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 and ASTM B496 for stranded conductors.
- E. Conductor Insulation:
  - 1. Type TC-ER: Comply with NEMA WC 70/ICEA S-95-658 and UL 1277.
  - 2. Type THHN and Type THWN-2: Comply with UL 83.
  - 3. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
  - 4. Type XHHW-2: Comply with UL 44.

### 2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- B. Acceptable manufacturers:
  - 1. Alpha Wire Company
  - 2. American Bare Conductor

3. Belden Inc
4. Cerro Wire LLC
5. Encore Wire Corporation
6. General Cable Technologies Corporation
7. Okonite Company
8. Service Wire Co.
9. Southwire Company
10. WESCO

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Circuits:

1. Single circuit.
2. Power-Limited Fire-Alarm Circuits: Comply with UL 1424.

E. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.

F. Ground Conductor: Insulated.

G. Conductor Insulation:

1. Type TFN/THHN/THWN-2: Comply with UL 83.
2. Type XHHW-2: Comply with UL 44.
- 3.

H. Armor: Steel, interlocked.

I. Jacket: PVC applied over armor.

## 2.3 MINIMUM CONDUCTOR SIZE

A. Branch Circuits: No. 12 AWG, up size the conductor for following:

1. 20A, 120V circuits longer than 75 feet: No. 10 AWG.
2. 20A, 120V circuits longer than 150 feet: No. 8 AWG.
3. 20A, 277V circuits longer than 150 feet: No. 10 AWG.

B. Motor Control Circuits: No. 14 AWG.

C. Annunciator Wiring: No. 16 AWG TFF, TFFN, THHN, stranded.

## 2.4 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Acceptable manufacturers:
1. 3M Electrical Products
  2. ABB
  3. Appleton - O-Z/Gedney
  4. Atkore International
  5. Gardner Bender
  6. Hubbell Incorporated
  7. Ideal Industries, Inc
  8. ILSCO
  9. Service Wire Co.
- C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Wiring connectors for Splices and Taps:
1. Copper Conductors No. 10 AWG and Smaller: Use insulated vinyl covered spring devices (“Scotch lock”, “Wire nut”, or equal). Copper sleeves are not acceptable wiring connections.
    - a. Motors (480V or less): For No. 10 AWG and smaller conductors – Provide taped connector eye lug of motor lead to looped input conductors, using machine bolt/nut arrangement to facilitate rapid disconnecting.
    - b. Connections under screw head terminals: Solid conductors shall have formed eyes; stranded conductors shall have an approved nylon compression terminals as T&B “Sta-Kon” or approved equal.
    - c. Connection on receptacles can be back wired if receptacle is provided with a screw and clamp feature.
  2. Copper Conductors No. 8 AWG and Larger: Use mechanical connectors or compression connectors.
- E. Wiring Connectors for Terminations:
1. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
  2. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
  3. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
  4. Provide motor pigtail connectors for connecting motor leads to facilitate disconnection.

5. Conductors No. 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
6. Conductors No. 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
7. Conductors for Control Circuits: Use crimped terminals for all connections.

F. Mechanical Connectors:

1. High strength, high copper allows split-bolt connectors (Burdny “Servit” or approved equivalent) shall be utilized for joining No. 8 AWG and larger conductors to No. 10 AWG and smaller conductors. The split-bolt connectors shall be heavily insulated with tape.

G. Compression Connectors:

1. High strength, high copper alloy with heavy reinforcing ribs for joining No. 8 AWG and larger conductors. Compression splice shall be heavily insulated with heat/cold shrink or tape.

H. Crimped Terminals: Nylon-insulation grip and terminal configuration suitable for connection to be made.

## 2.5 ELECTRICAL TAPE

- A. Normal temperature installations use electrical tape (Scotch #33, 88).
- B. For wet locations use self-vulcanizing rubber insulating tape equal to electrical tape (Scotch #2210) with vinyl tape outer coat.

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

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

- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- G. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
- H. Install products in accordance with manufacturer's instructions.
- I. Route wire and cable as required to meet project conditions.
  - 1. Wire and cable routing indicated is diagrammatic and approximate unless dimensioned.
  - 2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
  - 3. Include circuit lengths required to installed connected devices within 10 feet of location shown.
- J. Conductors shall not be installed in raceways until the raceway system has been completed and anchored. The contractor shall exercise due care to prevent damage to conductor and insulation during installation. Each conduit raceway shall contain only those conductors constituting a single feeder circuit.
- K. Each single-phase branch circuit shall be provided with its own 100% (same size as phase conductor) dedicated neutral conductor. Sharing of the neutral conductor between multiple circuits shall not be allowed.
  - 1. When more than one neutral is in a common raceway, junction box, etc. each neutral shall be clearly identified with its associated phase conductor.
  - 2. Each branch circuit conduit shall contain a separate green equipment grounding conductor.
- L. Use of salvaged conductors is expressly prohibited.
- M. Neatly train and lace wiring inside boxes, equipment, panelboards, etc.
- N. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.



- O. Circuit Adjustments: Unless otherwise indicated, combining branch circuits together in a single raceway is permitted, under the following conditions:
  - 1. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.
  - 2. Increase size of conductors as required to account for ampacity derating.
  - 3. Up size raceway, boxes, etc. to accommodate conductors.
  - 4. Branch circuits originate from the same panel or switchboard.
- P. Protect exposed cable from damage.
- Q. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
- R. Where required by enclosure size, temperature space, etc., provide stranded wiring for temperature control wiring, interlocks, etc.

### 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
- C. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- D. Wiring connections using specified wiring connectors:
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into conduit or make splices in conduit bodies or wiring gutters.
  - 2. Do not remove conductor strands to facilitate insertion into connector. Provide pig tail connection.
  - 3. Clean contact surfaces on conductors and connectors to suitably remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
  - 4. Splices are not acceptable in circuit home runs.
- E. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to un-spliced conductors.

- F. Insulate ends of spare conductors using insulated vinyl covered spring devices (“Scotch lock”, “Wire nut”, or equal) and vinyl insulating electrical tape.
- G. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

### 3.5 IDENTIFICATION

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

### 3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
  - 1. Perform each of the following visual and electrical tests:
    - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
    - b. Test bolted connections for high resistance using one of the following:
      - 1) A low-resistance ohmmeter.
      - 2) Calibrated torque wrench.
    - c. Inspect compression-applied connectors for correct cable match and indentation.
    - d. Inspect for correct identification.
    - e. Inspect cable jacket and condition.
    - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
    - g. Continuity test on each conductor and cable.
    - h. Uniform resistance of parallel conductors.
  - B. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

## SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS 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 and bonding systems and equipment.

### 1.3 ACTION SUBMITTALS

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

### 1.4 CLOSEOUT SUBMITTALS

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

## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

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

### 2.2 MANUFACTURERS

- 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. Burndy; Part of Hubbell Electrical Systems.
  2. ERICO; a brand of nVent.
  3. ILSCO.
  4. O-Z/Gedney; a brand of Emerson Industrial Automation.
  5. Thomas & Betts Corporation; A Member of the ABB Group.

## 2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B3.
  - 2. Stranded Conductors: ASTM B8.
  - 3. Tinned Conductors: ASTM B33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) 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 (41 mm) wide and 1/16 inch (1.6 mm) thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

## 2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Compression Connection: Brundy Hyground System
- C. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- D. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- E. Conduit Hubs: Mechanical type, terminal with threaded hub.
- F. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- G. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- H. Straps: Solid copper, cast-bronze clamp. Rated for 600 A.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Grounding Conductors: Green-colored insulation with continuous yellow stripe.
- B. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.

### 3.2 EQUIPMENT GROUNDING

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

### 3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  1. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  2. Use exothermic-welded connectors or Brundy hyground System for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Equipment Grounding:
  1. All new equipment shall be equipped with grounding provisions per current NEC requirements.
- D. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
  1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
  2. Make connections with clean, bare metal at points of contact.
  3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
  4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
  5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

### 3.4 LABELING

- A. Comply with requirements in Division 26 "Identification for Electrical Systems" 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."

### 3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
  - 1. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- C. Grounding system will be considered defective if it does not pass tests and inspections.

END OF SECTION 260526

## SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including mechanical expansion anchors and concrete inserts.
6. Fabricated metal equipment support assemblies.

#### 1.3 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M.
- B. Comply with NECA 1 and NFPA 70; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. Products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### 1.4 COORDINATION

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

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Division 01 "Quality Requirements," to design hanger and support system.

- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame Rating: Class 1.
  - 2. Self-extinguishing according to ASTM D 635.
- C. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- D. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

## 2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- (10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.
  - 1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  - 2. Material for Channel, Fittings, and Accessories: Galvanized steel.
  - 3. Channel Width: Selected for applicable load criteria; minimum size 1-5/8 inches (41.25 mm).
  - 4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
- 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. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened Portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  - 2. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.

## 2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

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

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:



1. NECA 1.
  2. NECA 101
- B. Comply with requirements for raceways and boxes specified in Division 26 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70.
1. Provide conduit supports a maximum of every 5'-0".
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
1. Secure raceways and cables to these supports with one of the system listed; two-bolt conduit clamps; single-bolt conduit clamps or single-bolt conduit clamps using spring friction action for retention in support channel.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT IMC and RMC may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
1. To Wood: Fasten with lag screws or through bolts.
  2. To New Concrete: Bolt to concrete inserts.
  3. To Existing Concrete: Expansion anchor fasteners.
  4. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
  5. To Light Steel: Sheet metal screws.

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

### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

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

### 3.4 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

## SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Boxes, enclosures, and cabinets.
4. Handholes and boxes for exterior underground cabling.

- B. Related Requirements:

1. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

#### 1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.
- C. LFMC: Liquidtight Flexible Metal Conduit.
- D. RNC: Rigid Nonmetallic Conduit (Rigid Polyvinyl Chloride Conduit: Type PVC).

#### 1.4 ACTION SUBMITTALS

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

## PART 2 - PRODUCTS

### 2.1 METAL CONDUITS AND FITTINGS

#### A. Metal Conduit:

1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. GRC: Comply with ANSI C80.1 and UL 6.

#### B. Metal Fittings:

1. Comply with NEMA FB 1 and UL 514B.
2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. Fittings, General: Listed and labeled for type of conduit, location, and use.
4. Fitting for GRC: Comply with NEMA FB 2.10, all threaded fittings (use of set screw or compression type not acceptable).
5. Liquid tight fittings: Comply with NEMA FB 2.20, shall be UL listed for grounding, ferrule and sleeve type with insulated throat as O-Z Gedney “4Q” series, Appleton “ST” Carlon “Carflex” or approved equal.
6. Conduit Hubs shall have insulated throat and recessed O-Ring seal.
7. Conduit Bodies:
  - a. “LB” and Mogul size for 1” and larger conduits.
  - b. Cast ferrous material for exterior, watertight, and vapor tight locations with gaskets at covers.
8. 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.

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

D. GRC for underground or pour in concrete walls shall be conductive, waterproof joint compound equal to T&B “KOPR-SHIELD” or Sherwin Williams ‘ZINC-CLAD’.

### 2.2 NONMETALLIC CONDUITS AND FITTINGS

#### A. Nonmetallic Conduit:

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

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

B. Nonmetallic Fittings:

1. Fittings, General: Listed and labeled for type of conduit, location, and use.
2. Fittings for RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
  - a. Fittings for LFNC: Comply with UL 514B.
3. Solvents and Adhesives: As recommended by conduit manufacturer.

## 2.3 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Light Switch Boxes: Comply with NEMA OS 1 and UL 514A; galvanized steel. Three inch by 2" x 2-1/2" minimum deep with appropriate plaster ring. Similar to Raco #503 for drywall and Raco #690 in masonry.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover and threaded hubs.
- D. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- E. Hinged-Cover Cabinet: Comply with UL 50 and NEMA 250, Type 4X with continuous-hinge cover with flush latch unless otherwise indicated.
  1. Metal Enclosures: Stainless Steel.
  2. Interior Panels: Stainless Steel.
  3. Grounding Lug.
  4. Lockable Handle.

## 2.4 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
  1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
  2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.

1. Standard: Comply with SCTE 77.
2. Configuration: Designed for flush burial with [open] [closed] [integral closed] bottom unless otherwise indicated.
3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
5. Cover Legend: Molded lettering, "ELECTRIC."
6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

### PART 3 - EXECUTION

#### 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  1. Exposed Conduit: GRC.
  2. Concealed Conduit, Aboveground: GRC.
  3. Underground Conduit: RNC, Type EPC-80-PVC, direct bury.
  4. Boxes and Enclosures, Aboveground: NEMA 250, Type 4X.
- B. Minimum Raceway Size: 3/4-inch trade size.
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
  1. Rigid: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  2. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- D. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

#### 3.2 INSTALLATION

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- C. Separate raceway systems shall be provided for:
  1. Each power system.
- D. Common conduits will be acceptable for:

1. Branch circuits originating from the same panel for lighting and equipment.
  2. Motor branch circuits, or for a motor circuit and its associated control wiring.
  3. Power or lighting and lighting control wiring can be in the same conduit provided the insulation on the control wiring is greater than the highest voltage in the raceway.
- E. Complete raceway installation before starting conductor installation.
- F. Arrange stub-ups so curved portions of bends are not visible above finished grade.
- G. 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.
- H. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- I. Provide insulated throat metal grounding bushings with lay-in type lug for all conduits.
- J. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- K. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- L. Support conduit within 12 inches of enclosures to which attached.
- M. Threaded Conduit Joints, Exposed Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- N. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- O. 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.
- P. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- Q. 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.
- R. GRC conduit installation as follow:
1. Coupled with Erickson Couplings in lieu of running threads.
  2. Installed with joints sealed with conductive, waterproof conduit joint compound (where underground or in concrete), equal to T & B "KOPR-SHIELD" or Sherwin Williams "ZINC-CLAD".

3. Installed in accordance with Underwriters Laboratories Standard UL6 for Rigid and UL/242 for IMC.
  4. Installed with all threaded fittings (the use of set screw or compression type not acceptable).
  5. Where exiting or entering ground, extend Rigid at least 36" below grade transitioning to RNC.
- S. Rigid Non-Metallic Conduit (PVC):
1. Underground site lighting branch circuits and heat trace circuits do not require concrete encasement. Other types of installations may require concrete encasement as indicated on the drawings, other sections of these specifications, and as directed by the Owner or NEC.
  2. Entire installation shall be watertight.
  3. Where exiting or entering the ground, PVC shall be adapted to Rigid at least 12-inches prior to existing or entering the ground.
- 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. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- V. Expansion-Joint Fittings:
1. Install in each run of aboveground GRC conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet .
  2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
  3. 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.
  4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
  5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- W. Install boxes in locations as shown on the drawings, as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.



1. Electrical boxes shown on drawings are approximate locations unless otherwise indicated. Adjust box locations up to 10 feet if required to accommodate intended purpose.
  2. Locate boxes to allow luminaries positioned as shown on reflected ceiling plan.
  3. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel; provide a minimum 6” separation. Provide a minimum 24” separation in acoustic rated walls.
  4. Coordinate installation of outlet boxes for equipment connected under Section “Wiring Devices”.
- X. Install boxes, enclosures, and cabinets plumb. Anchor securely to supports.
- Y. Use cast outlet boxes in exterior locations exposed to weather and wet locations.
- Z. Clean interior of boxes and remove dust, debris and other material prior to wire or device installation. Clean exposed surfaces and restore finish. Touch up damage.
- AA. Comply with requirements in Division 26 "Identification for Electrical Systems" for raceway and Boxes identifications.

### 3.3 INSTALLATION OF UNDERGROUND CONDUIT

#### A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches in nominal diameter.
2. Install backfill as specified in Section 312000 "Earth Moving."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
  - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
  - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

6. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits but a minimum of 6 inches below grade. Align planks along centerline of conduit.
7. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."
8. More than 5-feet from Foundation Wall: Use GRC, or RNC
9. Within 5-feet from Foundation Wall: Use GRC.

### 3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes with bottom below frost line, 30" below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

### 3.5 PROTECTION

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

END OF SECTION 260533

## SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Color and legend requirements for raceways, conductors, and warning labels and signs.
  - 2. Labels.
  - 3. Tapes and stencils.
  - 4. Signs.
  - 5. Cable ties.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.
- B. Delegated-Design Submittal: For arc-flash hazard study.

#### 1.4 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 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E and Section 260573.19 "Arc-Flash Hazard Analysis" requirements for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- G. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

### 2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
  - 1. Black letters on an white field for utility power and Red letters on white field for emergency power. Label at every 25’.
  - 2. Legend: Indicate voltage and system or service type.
- B. Fire Alarm Conduit and Rough-ins Box
  - 1. Junction boxes painted red. Device address will be red letters on white field on junction box cover.
  - 2. Conduit labels shall be white “FIRE ALARM” letters on RED field, label every 25’.
  - 3. Legend: FA System, and Device address.
- C. Metal-Clad cable
  - 1. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
  - 2. Black letters on white field for utility power and Red letters on White field for emergency power.
  - 3. Legend: Indicate voltage and system or service type.
- D. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.

1. Color shall be factory applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
2. Colors for 208/120-V Circuits:
  - a. Phase A: Black.
  - b. Phase B: Red.
  - c. Phase C: Blue.
  - d. Switch leg return: Yellow.
  - e. Three and four way “travelers”: Orange.
3. Colors for 480/277-V Circuits:
  - a. Phase A: Brown.
  - b. Phase B: Orange.
  - c. Phase C: Yellow.
4. Color for Neutral: White or gray.
5. Color for Equipment Grounds: Green.
6. Colors for Isolated Grounds: Green with yellow stripes.
7. Where two or more neutrals are included in same conduit, at each panel, junction box, etc. the proper neutral wire shall be permanently and effectively identified with its branch circuit conductor(s) taped together and labeled with circuit number(s). The neutrals shall have a colored strip that corresponds to the phase color of the non-grounded conductor.
8. For branch circuit conductors, wiring shall be identified with wrap-on wire vinyl cloth wire markers. Number shall indicate associated terminal in motor controller, panel board, etc.
9. Phase sequence shall be N-A-B-C, proceeding in direction of left to right, front to back, top to bottom. All phase and neutral shall be identified.
10. All feeder to power distribution equipment and to all motors shall be completely phase out as to sequence and rotation and so labeled.

E. Warning Label Colors:

1. Identify system voltage with black letters on an orange background.

F. Equipment Identification Labels:

1. Black letters on a white field.
2. White letters on red field for emergency power

## 2.3 LABELS

A. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Minimum Nominal Size:
  - a. 1-1/2 by 6 inches for raceway and conductors.
  - b. 3-1/2 by 5 inches for equipment.

- c. As required by authorities having jurisdiction.

## 2.4 TAPES AND STENCILS

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2 inches wide; compounded for outdoor use.
- C. Underground-Line Warning Tape:
  1. Tape:
    - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
    - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
    - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
  2. Color and Printing:
    - a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
    - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".
    - c. Inscriptions for Orange-Colored Tapes: "TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE".
  3. Tag: Indoor distribution:
    - a. Pigmented polyolefin, bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
    - b. Width: 3 inches.
    - c. Thickness: 4 mils.
    - d. Weight: 18.5 lb/1000 sq. ft.
    - e. Tensile according to ASTM D882: 30 lbf and 2500 psi.
  4. Tag: Under Ground distribution:
    - a. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core; bright colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
    - b. Width: 3 inches.
    - c. Overall Thickness: 5 mils.
    - d. Foil Core Thickness: 0.35 mil.
    - e. Weight: 28 lb/1000 sq. ft.
    - f. Tensile according to ASTM D882: 70 lbf and 4600 psi.

## 2.5 SIGNS

### A. Laminated Acrylic or Melamine Plastic Signs:

1. Engraved legend.
2. Thickness:
  - a. For signs up to 20 sq. in., minimum 1/16 inch thick.
  - b. For signs larger than 20 sq. in., 1/8 inch thick.
  - c. Engraved legend with black letters on white face.
  - d. Self-adhesive.
  - e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

## 2.6 CABLE TIES

### A. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.

1. Minimum Width: 3/16 inch.
2. Tensile Strength at 73 Deg F according to ASTM D638: 7000 psi.
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F.
5. Color: Black.

## 2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain 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 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

### 3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings,

manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
  - 1. Secure tight to surface of conductor, cable, or raceway.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- I. 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 and load shedding.
- J. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- K. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. "EMERGENCY POWER AND CIRCUIT NUMBER."
  - 2. "UTILITY POWER AND CIRCUIT NUMBER."
  - 3. "UPS POWER AND CIRCUIT NUMBER."
    - 1. Fire Alarm System device address.
    - 2. System legends shall be as follows: "(Panel)#X" or "(Panel)#X,X,X",
- L. Self-Adhesive Labels:
  - 1. On each item, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
  - 2. 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.
- M. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.



- N. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.
  - 1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- O. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- P. Underground Line Warning Tape:
  - 1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
  - 2. Limit use of underground-line warning tape to direct-buried cables.
  - 3. Install underground-line warning tape for direct-buried cables and cables in raceways.
- Q. Write-on Tags:
  - 1. Place in a location with high visibility and accessibility.
  - 2. Secure using plenum-rated cable ties.
- R. Metal-Backed Butyrate Signs:
  - 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
  - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high sign; where two lines of text are required, use labels 2 inches high.
- S. Cable Ties: General purpose, for attaching tags, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.

### 3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits: Identify with self-adhesive raceway labels.

1. Locate identification 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.
- D. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use self-adhesive vinyl tape to identify the phase.
1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- E. Auxiliary Electrical Systems Conductor Identification: Self-adhesive vinyl tape that is uniform and consistent with system used by manufacturer for factory-installed connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
- F. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
- G. Instructional Signs: Self-adhesive labels, including the color code for grounded and ungrounded conductors.
- H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive labels.
1. Apply to exterior of door, cover, or other access.
  2. For equipment with multiple power or control sources, apply to door or cover of equipment.
- I. Arc Flash Warning Labeling: Self-adhesive labels.
- J. Equipment Identification Labels:
1. Indoor Equipment: Self-adhesive label.
  2. Outdoor Equipment: Laminated acrylic or melamine sign.
  3. Equipment to Be Labeled:
    - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a self-adhesive, engraved, laminated acrylic or melamine label.
      - 1) Typewritten directory of circuits in the location provided by panelboard manufacturer.
        - a) 5"x8" minimum size protected by plastic sleeve or guard.
        - b) Example: "Room 204 – outlets – North wall".
      - 2) Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label secured with stainless steel screws.
        - a) 1/2" high letters on outside of panel doors identifying panel, voltage, phase, wire, and source of feed.

- b) Example: “L-B-1, 208Y/120V, 3-Phase, 4W, MDP-1, Circuit #4”.
- 3) Arc-flash label comply with NFPA 70 E and /or specified.
- b. Enclosures and electrical cabinets.
- c. Access doors and panels for concealed electrical items.
- d. Switchgear, switchboard and substation.
  - 1) Provide an engraved plastic label with 3/4" high letters, security attached, identifying the unit, voltage, phase, and wire:
    - a) Example: “MDP-1, 208Y/120V, 3-Phase, 4W”.
  - 2) Branch switches to be labeled with engraved plastic label with 3/16” high letters securely attached to exterior of device. Example “Pump HWP1”.
  - 3) Label to include the name of the load it is feeding and with the source of the power.
    - a) Example: “SD-P fed from MD-P, Cubical 5A located in room #B64.”
  - 4) Arc-flash label comply with NFPA 70 E and /or specified.
- e. Transformers: Label that includes tag designation indicated on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
  - 1) Provide an engraved plastic label with 3/4" high letters, security attached, identifying the unit, voltage, phase, and wire:
    - a) Example: Feed from “MDP-1, and Feed to LDP-1”.
- f. Emergency system boxes and enclosures.
  - 1) Label “Normal” and “Emergency” poles with engraved plastic tag.
  - 2) Provide an engraved plastic label with 3/4" high letters, security attached, identifying the unit, voltage, phase, and wire:
    - a) Label transfer switches with source designations as “Normal Switchboard SD-P” or “Emergency-Gas Generator”.
- g. Enclosed switches and circuit breakers.
  - 1) Label each Label each with engraved plastic label with 3/16” high letters securely attached to the exterior of device as follows: Equipment served, Source of feed and circuit number.
    - a) Example: “ACP-20 fed from MCC 20, cubicle 5A located in room #B64”.
  - 2) Arc-flash label comply with NFPA 70 E and /or specified.
- h. Enclosed controllers and variable speed controllers.
  - 1) Label each Label each with engraved plastic label with 3/16” high letters securely attached to the exterior of device as follows: Equipment served, Source of feed and circuit number.
    - a) Example: “ACP-20 fed from MCC 20, cubicle 5A located in room #B64”.
  - 2) Arc-flash label comply with NFPA 70 E and /or specified.
- i. Power-transfer equipment.
  - 1) Label “Normal” and “Emergency” poles with engraved plastic tag.
  - 2) Label transfer switches with source designations as “Normal Switchboard SD-P” or “Emergency-Diesel Generator”.
  - 3) Arc-flash label comply with NFPA 70 E and /or specified.
- j. Contactors.
  - 1) Label each Label each with engraved plastic label with 3/16” high letters securely attached to the exterior of device as follows: Equipment served, Source of feed and circuit number.

- a) Example: “ACP-20 fed from MCC 20, cubicle 5A located in room #B64”.
- k. Remote-controlled switches, dimmer modules, and control devices.
  - 1) Utility (Normal) power outlet covers shall be marked with a clear label with black lettering indicating panel and circuit.
    - a) Example: “Panel PR2-B4, Cir. # 3”
  - 2) Emergency power outlet covers shall be marked with a clear label with red lettering indicating panel and circuit.
    - a) Example: “Panel ER2-B4, Cir. # 3”
  - 3) Normal switch plates shall be marked with a clear label with black lettering indicating panel and circuit. Utility(Normal) switch plates shall be marked with a clear label with red lettering indicating panel and circuit.
    - a) Example: “Panel PL3-A2, Cir. #13”
  - 4) Emergency switch plates shall be marked with a clear label with red lettering indicating panel and circuit.
    - a) Example: “Panel EL3-A2, Cir. #13”.
- l. Battery-inverter units.
  - 1) Provide an engraved plastic label with 3/4" high letters, security attached, identifying the unit, voltage, phase, and wire:
    - a) Example: Feed from “MDP-1, Cir#1”.
- m. Power-generating units.
  - 1) Provide an engraved plastic label with 3/4" high letters, security attached, identifying the unit, voltage, phase, and wire:
    - a) Example: “GEN-1, XXX KW, 480Y/277V, 3-Phase, 4W”.
- n. UPS equipment.
  - 1) Provide an engraved plastic label with 3/4" high letters, security attached, identifying the unit, voltage, phase, and wire:
    - a) Example: Feed from “MDP-1, cir#1.

END OF SECTION 260553

## SECTION 265613 - LIGHTING POLES AND STANDARDS

### PART 1 - GENERAL

#### A. Section Includes:

1. Poles and accessories for support of luminaires.

### 1.2 DEFINITIONS

- A. EPA: Equivalent projected area.
- B. Luminaire: Complete luminaire.
- C. Pole: Luminaire-supporting structure, including tower used for large-area illumination.
- D. Standard: See "Pole."

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each pole, accessory, and luminaire-supporting and -lowering device, arranged as indicated.
  1. Include data on construction details, profiles, EPA, cable entrances, materials, dimensions, weight, rated design load, and ultimate strength of individual components.
  2. Include finishes for lighting poles and luminaire-supporting devices.
  3. Anchor bolts.

### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For poles to include in emergency, operation, and maintenance manuals.
  1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include pole inspection and repair procedures.

### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Pole repair materials.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Package aluminum poles for shipping according to ASTM B 660.

- B. Store poles on decay-resistant skids at least 12 inches above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.
- C. Retain factory-applied pole wrappings on metal poles until right before pole installation. Handle poles with web fabric straps.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of pole(s) that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within a specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs from special warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
  - 2. Warranty Period for Corrosion Resistance: Five years from date of Substantial Completion.
  - 3. Warranty Period for Color Retention: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Characteristics: Comply with AASHTO LTS-6-M.
- B. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied according to AASHTO LTS-6-M.
- C. Wind Load: Pressure of wind on pole and luminaire, calculated and applied according to AASHTO LTS-6-M.
  - 1. Basic wind speed for calculating wind load for poles 50 feet high or less is **80 mph with 30 percent gusts.**
    - a. Wind Importance Factor: **1.0.**
    - b. Minimum Design Life: **25 years.**
    - c. Velocity Conversion Factor: **1.0.**
- D. Strength Analysis: For each pole, multiply the actual EPA of luminaires and brackets by a factor of 1.1 to obtain the EPA to be used in pole selection strength analysis.
- E. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

## 2.2 ALUMINUM POLES

- A. Poles shall be provided by luminaire manufacturer.
- B. Provide a custom pole base plate to match existing anchor bolt pattern for each pole.
- C. Poles: Seamless, extruded structural tube complying with ASTM B 221, Alloy 6061-T6, with access handhole in in pole wall.
  - 1. Shape: **Round, tapered.**
  - 2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.
- D. Mast Arms: Aluminum **Single-arm** type, continuously welded to pole attachment plate. Material and finish same as plate.
- E. Brackets for Luminaires: Detachable, cantilever, without underbrace.
  - 1. Adaptor fitting welded to pole, allowing the bracket to be bolted to the pole-mounted adapter, then bolted together with **stainless** steel bolts.
  - 2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire. Match pole material and finish.
- F. Grounding and Bonding Lugs: Bolted 1/2-inch threaded lug, complying with requirements in Section 260526 "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.
- G. Fasteners: **Stainless steel**, size and type as determined by manufacturer. Corrosion-resistant items compatible with support components.
  - 1. Materials: Compatible with poles and standards as well as to substrates to which poles and standards are fastened and shall not cause galvanic action at contact points.
  - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
- H. Handhole: Oval shaped, with minimum clear opening of 2-1/2 by 5 inches, with cover secured by stainless-steel captive screws.
- I. Powder-Coat Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
  - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair powder coat bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, according to SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
  - 2. Powder coat shall comply with AAMA 2604.

- a. Electrostatic applied powder coating; single application with a minimum 2.5- to 3.5-mils dry film thickness; cured according to manufacturer's instructions. Coat interior and exterior of pole for equal corrosion protection.
- b. Color: As indicated on drawings.

## 2.3 POLE ACCESSORIES

- A. Base Covers: Manufacturers' standard metal units, finished same as pole, and arranged to cover pole's mounting bolts and nuts. Contractor shall verify cover shall fully conceal anchor bolts and extends to concrete.

## 2.4 MOUNTING HARDWARE

- A. Anchor Bolts: Existing – contractor shall verify mounting requirements prior to bidding.
- B. Nuts: provide new mounting bolts. ASTM A 563, Grade A, Heavy-Hex
- C. Washers: provide new washers. ASTM F 436, Type 1.
  1. Galvanizing: **Mechanically deposited galvanization according to ASTM B 695, Class 50.**
  2. **Two** washers provided per anchor bolt.

## 2.5 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine poles, luminaire-mounting devices, and pole accessories before installation. Components that are scratched, dented, marred, wet, moisture damaged, or visibly damaged are considered defective.
- C. Examine roughing-in for foundation and conduit to verify actual locations of installation.



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

### 3.2 POLE FOUNDATION

- A. Concrete Pole Foundations: Existing – to be re-used.
- B. Anchor Bolts: Existing – manufacturer shall provide a custom pole base plate for each pole.

### 3.3 POLE INSTALLATION

- A. Alignment: Contractor shall verify alignment of luminaires when purchasing pole and providing information for custom pole base.
- B. Mount pole with leveling nuts and tighten top nuts to torque level according to pole manufacturer's written instructions.
  - 1. Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
  - 2. Install base covers unless otherwise indicated.
  - 3. Use a short piece of 1/2 -inch diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- C. Raise and set pole using web fabric slings (not chain or cable) at locations indicated by manufacturer.

### 3.4 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum using insulating fittings or treatment.
- B. Steel Conduits: Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch thick, pipe-wrapping plastic tape applied with a 50-percent overlap.

### 3.5 GROUNDING

- A. Ground Metal Poles and Support Structures: Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
  - 1. Verify grounding electrode exists at each pole and has not been damaged.
  - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.

3.6 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

END OF SECTION 265613

## SECTION 265619 – LED EXTERIOR LIGHTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Exterior solid-state luminaires that are designed for and exclusively use LED lamp technology.
- 2. Luminaire supports.
- 3. Luminaire-mounted photoelectric relays.

- B. Related Requirements:

- 1. Section 265613 "Lighting Poles and Standards" for poles and standards used to support exterior lighting equipment.

#### 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of luminaire.
  - 1. Arrange in order of luminaire designation.
  - 2. Include data on features, accessories, and finishes.
  - 3. Include physical description and dimensions of luminaire.

4. Lamps, include life, output (lumens, CCT, and CRI), and energy-efficiency data.
  5. Photometric data and adjustment factors based on laboratory tests, complying with IES LM-80.
    - a. Manufacturer's Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.
    - b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
  6. Wiring diagrams for power, control, and signal wiring.
  7. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.
- B. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires to include in operation and maintenance manuals.
1. Provide a list of all lamp types used on Project. Use ANSI and manufacturers' codes.
  2. Provide a list of all photoelectric relay types used on Project; use manufacturers' codes.

#### 1.6 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

#### 1.8 FIELD CONDITIONS

- A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.

## 1.9 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures, including luminaire support components.
    - b. Faulty operation of luminaires and accessories.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 2. Warranty Period: 2 Insert number year(s) from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- D. UL Compliance: Comply with UL 1598 and listed for wet location.
- E. Lamp base complying with ANSI C81.61 or IEC 60061-1.
- F. Bulb shape complying with ANSI C79.1.
- G. CRI of 70. CCT of 4000 K.
- H. L70 lamp life minimum of 50,000 hours and listed on Light fixture schedule.
- I. Lamps dimmable from 100 percent to 10 percent of maximum light output.
- J. Internal driver:
  - 1. LED drivers shall include the following features unless otherwise indicated:
  - 2. Minimum efficiency: 85% at full load.
  - 3. Minimum Operating Ambient Temperature: -20° F.
  - 4. Input Voltage: 120 - 277V ( $\pm 10\%$ ) at 60 Hz.
  - 5. Integral short circuit, open circuit, and overload protection.
  - 6. Power Factor:  $\geq 0.95$ .
  - 7. Total Harmonic Distortion:  $\leq 20\%$ .

8. Comply with FCC 47 CFR Part 15.

K. Nominal Operating Voltage: As shown on Light fixture schedule.

L. In-line Fusing: Separate in-line fuse for each luminaire.

M. Lamp Rating: Lamp marked for outdoor use and in enclosed locations.

N. Source Limitations: Obtain luminaires from single source from a single manufacturer.

O. Source Limitations: For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

## 2.2 LUMINAIRE TYPES

A. As Specified on Light Fixture Schedule on Drawing.

## 2.3 MATERIALS

A. Metal Parts: Free of burrs and sharp corners and edges.

B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.

C. Diffusers and Globes:

1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
2. Glass: Annealed crystal glass unless otherwise indicated.
3. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.

D. Lens and Refractor Gaskets: Use heat and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

E. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.

F. Housings:

1. Die-cast, weather and light-tight enclosure that will not warp, sag, or deform in use.
2. Provide filter/breather for enclosed luminaires.

- G. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
  - 1. Label shall include the following lamp characteristics:
    - a. "USE ONLY" and include specific lamp type.
    - b. Lamp diameter, shape, size, wattage and coating.
    - c. CCT and CRI for all luminaires.

## 2.4 FINISHES

- A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- B. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
  - 2. Class I, Color-Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: Medium satin; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker), complying with AAMA 611.
    - a. Color: Dark bronze.

## 2.5 LUMINAIRE SUPPORT COMPONENTS

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 TEMPORARY LIGHTING

- A. If approved by the Owner, use selected permanent luminaires for temporary lighting. When construction is substantially complete, clean luminaires used for temporary lighting and install new lamps.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with NECA 1.
- B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Install lamps in each luminaire.
- D. Fasten luminaire to structural support.
- E. Supports:
  - 1. Sized and rated for luminaire weight.
  - 2. Able to maintain luminaire position after cleaning and relamping.
  - 3. Support luminaires without causing deflection of finished surface.
  - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- F. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- G. Install luminaires level, plumb, and square with finished grade unless otherwise indicated.
- H. Coordinate layout and installation of luminaires with other construction.
- I. Adjust luminaires that require field adjustment or aiming.
- J. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" and Section 260533 "Raceways and Boxes for Electrical Systems" for wiring connections and wiring methods.

### 3.4 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Section 260533 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch thick, pipe-wrapping plastic tape applied with a 50 percent overlap.



### 3.5 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 3.6 FIELD QUALITY CONTROL

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
  - 2. Verify operation of photoelectric controls.
- C. Luminaire will be considered defective if it does not pass tests and inspections.
- D. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

### 3.7 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
  - 1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
  - 2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  - 3. Adjust the aim of luminaires in the presence of the Engineer and Owner.

END OF SECTION 265619

