



**COLLIN COUNTY**

## **Construction, Collin County Elections Machine Chargers**

**IFB 2018-169**

**J. D. Griffin, CPPB  
Jack Hatchell Administration Building  
2300 Bloomdale Road, Ste. 3160  
McKinney, TX 75071**

**(P) 972-548-4116 (F) 972-548-4694  
jgriffin@collincountytx.gov**

Collin County exclusively uses IonWave Technologies, Inc. ([Collin County eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, March 29, 2018**, for Invitation For Bid **Construction, Collin County Elections Machine Chargers (IFB No. 2018-169)**. A **Mandatory Pre-Bid** conference will be held **Tuesday, March 20, 2018 at 2:00 P.M.** at Collin County Elections Department, 2010 Redbud Blvd., Suite 102, McKinney, TX 75071. Bidders shall use lump sum pricing. All Bidders must submit, prior to the bid opening time, a Cashier's Check or acceptable Bid Bond payable without recourse to Collin County in the amount of not less than five percent (5%) of the total bid plus alternates as submitted. Contractor must furnish a performance, payment and maintenance bond within ten (10) consecutive calendar days following award of contract. Funds for payment have been provided through the Collin County budget approved by the Commissioner's Court for this fiscal year only. Bidders may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net>. Sealed bids will be opened on **Thursday, March 29, 2018 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all bids.

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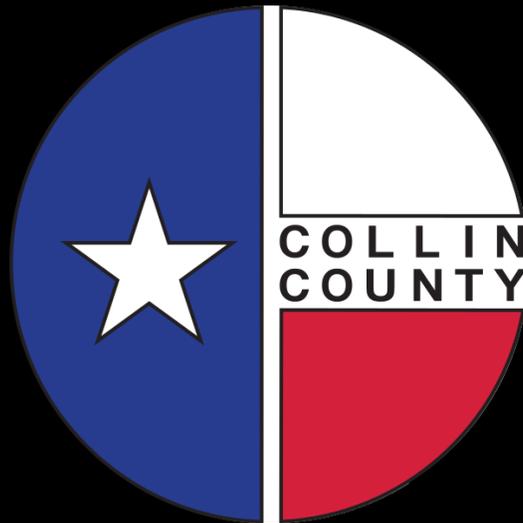
<b>ATTENTION:</b>	<b>CLASSIFIEDS</b>
<b>BILL TO:</b>	<b>ACCOUNT NO 06100315-000</b>
	<b>COMMISSIONER'S COURT</b>

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, March 8, 2018** and **Thursday, March 15, 2018**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

<b>NEWSPAPER:</b>	<b><u>Plano Star Courier</u></b>
<b>DATE:</b>	<b><u>March 6, 2018</u></b>
<b>FAX:</b>	<b><u>972-529-1684</u></b>

**COLLIN COUNTY  
ELECTION MACHINE CHARGING  
PROJECT MANUAL**

**JANUARY 26, 2018**



**ENGINEER:**

MD Engineering, LP, LLP  
500 North Central Expressway  
Suite 310  
Plano, TX 75074  
P: 469-467-0200  
F: 469-467-0300



## ELECTION MACHINE CHARGING

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*David Mindrup 1/26/2018*

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## SECTION 001116 - ADVERTISEMENT FOR BIDS

BY ORDER OF the Collin County Commissioners Court, Collin County, Texas, bids will be received electronically through Collin County eBid located at <https://collincountytx.ionwave.net>. Bidders are encouraged to submit bids electronically by utilizing Collin County eBid. However, you may submit a sealed hard copy paper bid to the Office of the Collin County Purchasing Agent. All bids, both electronic or hard copy paper form must be submitted as stated below:

**SUBMIT BIDS HARD COPY PAPER  
BIDS TO:**

**Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Road, Suite 3160  
McKinney, Texas 75071**

**\*\*NOTE:**

**All Correspondence must include suite  
number to assist in proper delivery.\*\***

**SUBMIT NO LATER THAN:**

**2:00 P.M., Thursday, March 29, 2018**

**MARK ENVELOPE:**

**IFB 2018-169**

**Project: Construction, Collin County  
Elections Machine Chargers**

*ALL BIDS MUST BE RECEIVED IN THE OFFICE OF THE PURCHASING AGENT  
BEFORE OPENING DATE AND TIME*

SCOPE OF WORK INCLUDES all materials, labor, equipment and services to produce or be incorporated in such construction. Contract will be a general contract for to furnish and install new electrical service to election machine storage carts. This scope also includes furnishing and installation a new air compressors with associated piping and hose reels as indicated in the contract drawings.

Payment for the contract work shall be made pursuant to the terms of the Contract Documents.

The opinion of probable construction cost for this contract is \$65,000.

Collin County uses Collin County eBid for the notification and dissemination of all solicitations for commodities and services. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

COLLIN COUNTY APPRECIATES your time and effort in preparing a bid. Hard copy paper bid must be in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined above. Please note that all bids must be received at the designated location by the deadline shown. Bids received after deadline shall be considered void and unacceptable. Collin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the Collin County Purchasing Department shall be the official time of receipt. All bid forms provided in this Invitation for Bid must be completed prior to submission. Failure to complete the forms shall render your bid null and void. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".

BIDS WILL BE publicly opened in the Office of the Purchasing Agent, 2300 Bloomdale Rd, Suite 3160, McKinney, TX 75071, at the date and time indicated above.

A MANDATORY PRE-BID CONFERENCE will be held by Collin County at the **Collin County Elections Department** located at **2010 Redbud Blvd., Suite 102, McKinney, TX 75071** on **Tuesday, March 20, 2018** at **2:00 PM** in order for bidders to ask questions regarding the proposed work. All bidders desiring to bid the work should have a representative at the pre-bid conference; bidders that do not attend the pre-bid conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-bid conference.

No oral, telegraphic, telephonic or facsimile bids will be considered. IFB's, RFP's, RFQ's and RFI's may be submitted in electronic format via Collin County eBid at <https://collincountytx.ionwave.net>

**BID SECURITY:** All Bidders must submit, prior to the bid opening time, a Cashier's Check or acceptable Bid Bond payable without recourse to Collin County in the amount of not less than five percent (5%) of the total bid plus alternates as submitted.

1. Bid Bond or Cashier's Check may be mailed or hand delivered to the Office of the Collin County Purchasing Agent, Collin County Administration Building, 2300 Bloomdale Road, Ste 3160, McKinney, TX 75071 and shall be delivered in an envelope, marked plainly on the outside with the Bid Name and Number.
2. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytx.ionwave.net>

Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered.

The original Bid Bond shall be received in the Collin County Purchasing Department **no later than** close of business on the third working day after the bid opening. Late receipt of original Bid Bond shall be cause for rejection of bid.

**BONDS:** Contractor must furnish a performance bond, payment bond and one (1) year maintenance bond within ten (10) consecutive calendar days following award of contract. The bonds shall be issued by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects.

**CONSTRUCTION TIMELINE:** The construction period shall not start before June 01, 2018, or extend past July 31, 2018. All submittals and project documents shall be submitted and approved before construction shall start.

## SECTION 002113 - INSTRUCTIONS TO BIDDERS

### PART 1 - GENERAL REQUIREMENTS

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to these Bidding Documents.
- B. Bidding Documents include the Advertisement or Invitation for Bids, Instructions to Bidders, the bid form, other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the opening of the Bidding Documents, which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- D. MD Engineering, L.P., L.L.P. will be hereafter referred to in the Project Manual as “Engineer” and all correspondence shall be addressed to: Michael Smith, P.E., MD Engineering, 500 N. Central Expy., Ste. 310, Plano, TX 75074.
- E. “Bill Burke” will be hereinafter referred to in this Project Manual as “Project Manager”.
- F. “Collin County” will be hereafter referred to in this Project Manual as “Owner”.
- G. A Bid is a complete and properly signed submittal to do the Work for designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- H. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- I. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid in the corresponding change in the Work, as described in the Bidding Documents or in the proposed Contract Documents.
- J. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or service as described in the Bidding Documents or in the proposed Contract Documents.
- K. A Bidder is a person or entity who submits a Bid.
- L. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the work.
- M. A Contractor is a person or entity who is determined to be the lowest responsible and responsive bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

- N. The Bid Requirements and Other General Conditions, as provided under the Division of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be applicable to this project, unless noted otherwise in the Contract Documents

### 1.3 EXAMINATION OF DOCUMENTS AND SITE

- A. Each bidder, by making his/her Bid, represents that he/she has read and understands the Bidding Documents.
- B. Each Bidder, by making his/her Bid, represents that he/she has visited the site, performed investigations and verifications as he/she deems necessary, and familiarized himself/herself with the local conditions under which the Work is to be performed and will be responsible for any and all errors in his/her bid resulting from his/her failure to do so.
- C. The location and elevations of the various utilities and pipe work included within the scope of the work are offered as a general guide only, without guarantee as to accuracy. The Contractor shall verify and investigate to his/her own satisfaction the location and elevation of all utilities, pipe work, and the like and shall adequately inform himself/herself of their relation to the work before submitting a bid.
- D. Before submitting a bid each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Bidder will rely solely on its own site investigation and assumes the risk of any site conditions not discovered that may result in additional costs and all errors in the bid.
- E. On request in advance, Owner will provide each bidder access to the site to conduct explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- F. The lands upon which the work is to be performed, right-of way and easement for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents.
- G. Each bidder by making his/her bid represents that his/her bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.

### 1.4 BIDDING DOCUMENTS

- A. Complete sets of Bidding Documents shall be used in preparing bids; neither County, nor Architect assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- B. County or the Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### 1.5 BIDDING PROCEDURES

- A. All bids shall be prepared on the forms provided by the Architect and submitted in accordance with the Instruction to Bidders. The Architect or owner will furnish bidders with

bid forms which will provide for the following bid items. Bidders shall provide all requested information. Prices bid/proposed shall *only* be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

1. A single contract price for each bid item as detailed and described in these specifications.
  2. Acknowledgment of Addenda.
  3. Number of consecutive calendar days to complete project.
  4. Alternate bids.
  5. Unit prices.
- B. A bid (electronic or hard copy) is invalid if it has not been deposited at the designed location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation For Bid, or prior to any extension thereof issued to the bidders. Bids received in County Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable. Owner is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in County Purchasing Department shall be the official time of receipt.
- C. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his/her bid or any part thereof for ninety (90) consecutive calendar days after the time designated for the receipt of bids in the Advertisement or Invitation For Bid.
- D. Bids shall not contain any recapitulation of the Work to be done.
- E. The Bidder shall make no additional stipulations on the Bid Form nor limit or qualify his/her bid in any other manner. Bids so qualified will be subject to disqualification.
- F. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

## 1.6 DISCREPANCIES AND AMBIGUITIES

Any interpretations, corrections and/or changes to an Invitation For Bid and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid, by facsimile, E-mail transmission or mailed via the US Postal Service.

- 1.6.1 Addenda will be transmitted to all that are known to have received a copy of the IFB and related Specifications. However, it shall be the sole responsibility of the Bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. Collin County eBid at <https://collincountytx.ionwave.net>; telephoning Purchasing

Department directly, etc.) prior to opening/receipt date and time to insure Bidder's receipt of any addenda issued. Bidder shall acknowledge receipt of all addenda.

## 1.7 SUBSTITUTIONS

- A. Each bidder represents that his/her bid is based upon the materials and equipment described in the Bidding Documents.
- B. No substitution will be considered unless written request has been submitted to the Architect for approval at least seven (7) consecutive calendar days prior to the date for receipt of bids.
- C. If the Architect and Owner approves a proposed substitution, such approval will be set forth in an Addendum.

## 1.8 QUALIFICATION OF BIDDERS

- A. Within seven (7) consecutive calendar days following bid opening, the apparent low bidder shall submit with a properly executed Contractor's Qualification Statement as evidence to establish bidder's financial responsibility, experience and possession of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. This Statement shall include:
  - 1. List of current projects.
  - 2. List of projects completed within the past five years.
  - 3. Experience of key individuals of the organization.
  - 4. Trade and Bank references.
  - 5. A recent financial statement to confirm that the bidder has suitable financial status to meet obligations incidental to performing the work. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If bidder's firm does, however, have audited statements, please include a copy with your bid.
  - 6. A statement of cost for each major item of Work included in the Bid.
  - 7. A designation of the Work to be performed by the Bidder with his/her own forces.
  - 8. A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the proposed Subcontractors. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the County or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such lists. If Owner or Architect has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his/her option, withdraw his/her Bid without forfeiture of Bid Security or provide an acceptable substitute. Subcontractors and other persons and organizations proposed by the Bidder and accepted by Owner and Architect must be used on the Work for which they were proposed and accepted, and shall not be changed except with the written approval of Owner and the Architect.
- B. Bidders may be disqualified and their bids not considered for any of the following specific reasons:
  - 1. Reason for believing collusion exists among bidders.
  - 2. The bidder being interested in any litigation against Owner.
  - 3. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
  - 4. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.

5. Uncompleted work which in the judgment of Owner will prevent or hinder the prompt completion of additional work if awarded.
- C. Minimum Standards For Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
  2. be able to comply with the required or proposed delivery/ completion schedule;
  3. have a satisfactory record of performance;
  4. have a satisfactory record of integrity and ethics; and
  5. be otherwise qualified and eligible to receive an award.

Collin County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

- D. In determining to whom to award the contract, the Owner may consider;
1. the purchase price;
  2. the reputation of the bidder/contractor/vendor and of the bidder/contractor/vendor's goods or services;
  3. the quality of the bidder/contractor/vendor's goods or services;
  4. the extent to which the goods or services meet the Owner's needs;
  5. the bidder/contractor/vendor's past relationship with the Owner;
  6. the total long-term cost to the Owner to acquire the bidder/contractor/vendor's goods or services; and
  7. any other relevant factors specifically listed in the Instruction to Bidders..

## 1.9 PREPARATION OF BID

- A. Bidder shall submit his/her bid on the forms furnished by the Architect. All blank spaces in forms shall be correctly filled in and the bidder shall state the prices, written in words and in figures. Where there is discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If bid is submitted by an individual, his/her name must be signed by him/her or his/her duly authorized agency. If the bid is submitted by a firm, association or partnership, the name and address of each member must be given, and the bid must be signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign bids must be properly certified and must be in writing and submitted with the bid.
- B. Bidder shall bear any/all costs associated with it's preparation of any bid, proposal or submittal.
- C. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

- D. The Bidder shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

#### 1.10 BID SECURITY

- A. Each bid must be accompanied by Bid Security (in accordance with instructions set forth in section 00100-Advertisement For Bids) made payable to Owner in an amount of five percent (5%) of the bidder's maximum bid price and in the form of a Cashier's Check or a Bid Bond, duly executed by bidder as principal and having as surety thereon, a corporate surety authorized and admitted to do business in the State of Texas and licensed to issue such bond, as a guarantee that the bidder will enter into a Contract and execute required Performance, Payment, and one (1) year Maintenance Bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract.
- B. The Bid Security of the contractor will be retained until such bidder has executed the Contract Agreement and furnished the required Contract Security, whereupon, the Bid Security will be returned. If the contractor fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, Owner may annul the award of contract and the Bid Security of that bidder will be forfeited. The Bid Security of the other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) consecutive calendar day after the effective date of the Agreement or the ninety-fifth (95th) consecutive calendar day after the bid opening, whereupon, the Bid Security furnished by such bidders will be returned. Bid Security with bids which are not competitive will be returned within seven (7) consecutive calendar days after the contract award.
- C. Should the bidder to whom the Contract is awarded refuse or neglect to execute and file the contract and bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, Owner may annul award of Contract and the Bid Security filed with the bid shall become the property of Owner, not as a penalty, but as liquidated damages. Owner reserves the right to award canceled Contract to next responsible, lowest and best bidder as it deems to be in the best interest of the County.
- D. Owner will have the right to retain the bid security of all bidders until either:
  - 1. the Contract has been executed and the bonds have been furnished, or
  - 2. the specified time has elapsed so that bids may be withdrawn, or
  - 3. all bids have been rejected.

#### 1.11 PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND, MAINTENANCE BOND

- A. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- B. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other

applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

- C. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a one (1) year Maintenance Bond in the amount of ten percent (10%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- D. The Contractor must demonstrate to Owner that it can secure the required performance and payment bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. Contractor must also demonstrate that the bond is not in excess of ten percent (10%) of the corporate surety company's capital and surplus. To the extent the amount of the bond exceeds ten percent (10%) of the corporate surety company's capital and surplus, such bond will not be accepted unless bidder provides written certification that the corporate surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the corporate surety company's capital and surplus with one or more insurers who are duly authorized, accredited or trusted to do business in the State of Texas. The amount reinsured by any reinsurer must not exceed ten percent (10%) of the reinsurer's capital and surplus.
- E. The Contractor must file with the performance bond and payment bond, all documents and information necessary to establish that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.
- F. If the corporate surety company on any bond furnished by Contractor to Owner is declared bankrupt or becomes insolvent or such corporate surety company's right to do business in the State of Texas is revoked, the Contractor shall within five (5) consecutive calendar days thereafter substitute another bond and corporate surety company, both of which shall be acceptable to Owner.

#### 1.12 FILING BID

- A. All Bids, proposals, or submittals submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the Invitation for Bid (IFB) number and name. A hard copy paper form bid, proposal, or submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals, bids or proposals shall be mailed or hand delivered to the Collin County Purchasing Department.
- B. No oral, telegraphic or telephonic submittals will be accepted. Bids, proposals, or submittals may be submitted in electronic format via Collin County eBid at <https://collincountytx.ionwave.net>.
- C. All Bids, submittals or proposals submitted electronically via Collin County eBid at <https://collincountytx.ionwave.net> shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.
- D. For hard copy paper form bids, proposals, or submittals, any alterations made prior to opening date and time must be initialed by the signer of the bid, proposal, or submittal, guaranteeing authenticity. Bids, proposals, or submittals cannot be altered or amended after submission deadline.

- E. No bid, proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving bids as stated in the Advertisement for Bids or IFB. Each hard copy paper bid shall be in a sealed envelope plainly marked with the word "BID", and the name and bid number of the project as designated in the Advertisement for Bids or IFB.

#### 1.13 MODIFICATION AND WITHDRAWAL OF BID

- A. No bid, proposal, or submittal may be withdrawn or modified after the bid opening except where the award of the contract has been delayed beyond ninety (90) consecutive calendar days after date of bid opening or as per Texas Local Government Code, Title 8, Chapter 262, Subchapter C., Section 262.0305. Modifications after Award.

#### 1.14 IRREGULAR BID

- A. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids, proposals, or submittals for any or all products and/or services covered in an Invitation For Bid (IFB) and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

#### 1.15 REJECTION OF BID

- A. The bidder acknowledges the right of Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of Owner to reject a bid if the bidder failed to furnish any required Bid Security, or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

#### 1.16 METHOD OF AWARD

- A. In evaluating bids, Owner will consider whether or not the bids comply with the prescribed requirements, base prices, any alternates, unit pricing, completion time, bidder's qualifications, bidder's proposed subcontractors, suppliers, etc., and other data as may be requested in the Bid Documents.
- B. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidder, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.
- C. If the contract is to be awarded, it will be awarded to the lowest and best responsible bidder whose evaluation, by Owner, indicates to be in the best interests of the project. If no alternates are selected by Owner, the Owner may award the contract to a responsible bidder who submits the lowest and best bid.
- D. Evaluation of Alternates - Any and/or all or none of the alternates may be considered in evaluation. Owner may award Contract on base bid plus any and/or all or none of the alternates.
- E. Owner anticipates award within ninety (90) consecutive calendar days after bid opening.
- F. The bid, when properly accepted by the County, shall constitute a Contract equally binding between the contractor and Owner. No different or additional terms will become part of this Contract with the exception of a written Change Order, signed by both parties.

- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Collin County Purchasing Agent.

#### 1.17 EXECUTION OF CONTRACT

- A. The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within ten (10) consecutive calendar days after such award, sign the necessary contract agreements and submit the required bonds entering into the required Contract with Owner. No contract shall be binding on Owner until it has been executed by Owner or his/her duly authorized representative, and delivered to the Contractor.

#### 1.18 FAILURE TO EXECUTE CONTRACT

- A. The failure of the Bidder to execute the required bonds or to sign the required Contract within ten (10) consecutive calendar days after the Contract is awarded, shall be considered by Owner as abandonment of his/her Bid, and Owner may annul the award, at the Owner's sole discretion.

#### 1.19 PURCHASE ORDER

- A. A purchase order(s) shall be generated by Owner to the contractor. The purchase order number **must** appear on all itemized invoices. Collin County will not be responsible for any orders placed or delivered without a valid purchase order number.

#### 1.20 NOTICE TO PROCEED

- A. Upon the execution and delivery of Bonds, Executed Contract by Contractor, progress schedule, proof of insurance, and all other documents required prior to commencing work herein, Owner will issue a written Notice to Proceed to the Contractor requesting that he/she proceed with construction, and the Contractor shall commence work within ten (10) consecutive calendar days after the date of Notice to Proceed.

#### 1.21 PAYMENT PROCEDURES

- A. Contractor shall submit Applications for Payment in accordance with the Contract, and payments shall be made in accordance with the Contract Documents.
- C. Final Payment: Upon final completion and acceptance of the work, Owner shall pay the remainder of the contract price as recommended by Architect, in accordance with Texas Government Code, Title 10, Subtitle F., Chapter 2251. Contractor(s) is required to pay subcontractors within ten (10) days after the contractor has received payment from the County.
- D. The Contractor understands, acknowledges and agrees that if the Contractor subcontracts with a third party for services and/or material, the primary Contractor (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Contractor and the third party, including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Contractor by Collin County for any payments owed to the third party.

#### 1.22 AFFIDAVIT OF BILLS PAID

- A. Prior to final acceptance of this project by Owner, the Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in the project construction have been paid in full, and that there are no claims pending.

1.23 EXEMPTION FROM STATE OF TEXAS AND LOCAL SALES TAX ON MATERIALS

- A. Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Chapter 151, Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. The Contractor performing this Contract may purchase all materials, supplies, equipment consumed in the performance of this Contract by issuing to his/her suppliers an exemption certificate in lieu of the tax. .

1.24 CONFLICT OF INTEREST

- A. No public official shall have interest, direct or indirect, in this contract, in accordance with Texas Local Government Code Title 5, Subtitle C, Chapter 171.

1.25 ETHICS

- A. The bidder/contractor shall comply with Commissioners Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding The Acceptance of Gifts by County Officials & County employees.

1.26 BID COMPLIANCE

- A. Bid must comply with all federal, state, county and local laws concerning this type of project and the fulfillment of all ADA (Americans With Disabilities Act) requirements.
- B. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- C. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

1.27 DRUG FREE

- A. All bidders shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 41 U.S.C. 701, and Collin County Commissioners' Court Order No. 90-455-06-11, to its employees and all sub-contractors to insure that Owner maintains a drug-free work place. The use, possession or being under the influence of drugs and/or alcohol while working on this bid project or while on County property is prohibited and may result in removal of an individual from the project and/or immediate termination of contract. The County reserves the right to review drug testing records of any personnel involved in this bid project. The County may require, at contractor's expense, drug testing of contractor's personnel if no drug testing records exists or if such test results are older than six (6) months.
- B. Substances and cut-off levels are as follows:

<u>SUBSTANCE</u>	<u>MAXIMUM LEVEL</u>
Amphetamines	1000 NG/ML
Barbiturates	300 NG/ML
Benzodiazepines	300 NG/ML
Cocaine Metabolite	300 NG/ML
Opiates	300 NG/ML

Phencyclidine (PCP)	25 NG/ML
THC (Marijuana) Metabolite	100 NG/ML
Methadone, Urinary	300 NG/ML
Methaqualone, Urine	300 NG/ML
Propoxyphene	300 NG/ML

## 1.28 INDEMNIFICATION

A. To the fullest extent permitted by law, the CONTRACTOR and his sureties shall indemnify, defend and hold harmless the OWNER and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the CONTRACTOR, his agents, employees or subcontractors; or on account of any negligent act or fault of the CONTRACTOR, his agents, employees or subcontractors in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the CONTRACTOR to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the OWNER growing out of such injury or damage. In no event shall OWNER be liable to CONTRACTOR for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. CONTRACTOR'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for CONTRACTOR or any Subcontractor under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless the OWNER from and against any and all injuries, loss or damages to property of the OWNER during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licenses or invitees of the CONTRACTOR.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

## 1.29 CONSTRUCTION SCHEDULE

- A. The time for completion is set forth herein and will be included in the Contract. All work shall be completed within the consecutive calendar day count shown in the Contractor's bid. The calendar day count shall commence ten (10) consecutive calendar days after the date of the Notice to Proceed.
- B. Prior to the issuance of the Notice to Proceed by Owner, the Contractor shall submit a detailed progress and schedule chart to Owner for review. This chart will be used to assure completion of the job within the number of consecutive calendar days stated in bid documents.
- C. Construction is to be scheduled so that all Contract construction requirements are completed between June 1, 2018 and July 31, 2018.

### 1.30 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
- B. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.
- C. Contractor's sole remedy for any delays in the project, which are not the fault of the Contractor, shall be an equitable extension of time to perform the work, required by the Contract. In no event shall the Contractor be entitled to make a claim for delay, impact or acceleration damages against the Owner.

### 1.31 DAMAGES

- A. Should the contractor fail to complete the project within the specified completion schedule the sum of \$200.00 per calendar day will be deducted from the moneys due the contractor for the work. This sum shall not be considered as a penalty, but rather as reasonable liquidated damages, since it would be impracticable or extremely difficult to fix the actual damages. An extension of time may be allowed for delays beyond the control of the contractor at the discretion of Owner.

### 1.32 TERMINATION

This contract shall remain in effect until any of the following occurs:

- A. completion of project;
- B. acceptance of work ordered; or
- C. termination by either party pursuant to the terms of the Contract with a thirty (30) days written notice prior to cancellation that must state therein the reasons for such cancellation.
- D. Breach of the contract by the Contractor for failure
  1. to meet completion schedules, or
  2. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.

### 1.33 PATENTS - COPYRIGHTS

- A. The contractor agrees to protect Owner from any claims involving infringements of patents and/or copyrights. In no event shall Owner be liable to a contractor for any/all suits arising on the grounds of patent(s) or copyright(s) infringement.

### 1.34 VENUE; GOVERNING LAW

- A. This contract will be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate

only that portion. The remaining portion of the contract shall remain in effect. This contract is performable in Collin County, Texas.

#### 1.35 ASSIGNMENT

- A. The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from Collin County Commissioners' Court.

#### 1.36 SILENCE OF SPECIFICATION

- A. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

#### 1.37 PROVISION CONCERNING ESCALATOR CLAUSES

- A. Bid(s) containing any condition which provides for changes in the stated bid prices due to increase or decrease in the costs of materials, labor, or other items required for this project, will be rejected and returned to the bidder without being considered.

#### 1.38 ESTIMATES OF QUANTITIES

- A. The quantities listed in the Bid Form will be considered as approximate and will be used for the comparison of bids. Payments will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the contract. The quantity of work to be done and the materials may be increased or decreased as provided for in the Contract Documents.

#### 1.39 TREE PROTECTION OUTSIDE LIMITS OF WORK

- A. The Contractor will be required to obtain written authorization from Owner for the removal of any tree three inches (3") in diameter or greater for any area outside the limits of the street right-of-way or slope easement. It is the intent of Owner to preserve as much as possible the natural condition of the floodplains.

#### 1.40 EXCAVATION/TRENCH SAFETY

##### A. TRENCH SAFETY

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to trench safety, including those which may be enacted during the performance under this contract. The CONTRACTOR shall be responsible for selecting an appropriate method of providing trench safety after due consideration of the job conditions, location of utilities, pavement conditions and other relevant factors. Slope-back methods which may result in unnecessary displacement of utilities and/or destruction of pavement may not be used without permission from the OWNER. The CONTRACTOR shall be responsible for providing to the OWNER an acceptable trench safety plan signed and sealed by a Professional Architect qualified to do such work and registered in Texas. Devices used to provide trench safety such as trench shields and shoring systems will be likewise certified by professional Architects registered in the State of Texas or by a professional Engineer registered in the state of manufacture of the shield.

B. PAYMENT FOR TRENCH SAFETY

Payment for trench safety shall be by the lineal feet of trench exceeding a depth of five (5) ft. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and recompaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety. Should trench safety measures be required during contract performance where no pay item has been provided, then the CONTRACTOR shall immediately notify the OWNER and, if directed to do so, provide trench safety under the provisions of the contract. Should the OWNER fail to authorize the work, then the CONTRACTOR shall proceed under the provisions of the Contract. Trench safety requirements are mandatory and may not be waived.

C. PAYMENT FOR SPECIAL SHORING

Payment for special shoring, if any, shall be based on the square feet of shoring used.

- D. The Contractor must be made aware that on construction projects in which trench excavation will exceed a depth of five feet (5'), the uniform set of general conditions must require that the bid documents and the contract include detailed plans and specifications for adequate safety systems that meet Occupational Safety and Health Administration standards that will be in effect during the period of construction of the project. The Contractor shall provide a separate pay item for trench excavation safety in accordance with the Texas Health & Safety Code Chapter 756. The Contractor shall verify that these plans and specifications include a pay item for these same trench excavation safety systems, in accordance with Texas Government Code, Title 10, Section 2166.303, Uniform Trench Safety Conditions. The contractor shall insure that drainage from adjacent properties is not blocked by his/her excavations. Measurement and payment for excavation/trench safety systems will not be made directly, but considered subsidiary to the work.
- E. The Contractor shall be responsible for obtaining and paying for all surveys and testing, including geotechnical surveys and testing, necessary to insure it can comply with all laws regarding adequate trench excavation safety.

1.41 CONSTRUCTION STAKING

- A. Architect will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.
- B. The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

1.42 PERMITS

- A. Contractor shall be responsible for obtaining all necessary permits.

1.43 MATERIALS TESTING

- A. Owner will be responsible for all materials testing.

1.44 WAGE SCALE

- A. In accordance with Texas Government Code, Title 10, Section 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule.

General Decision Number: TX180289 01/12/2018 TX289

Superseded General Decision Number: TX20170289

State: Texas

Construction Type: Building

County: Collin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018

ASBE0021-011 06/01/2016

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 24.32	7.52
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BOIL0074-003 01/01/2017

Rates	Fringes
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BOILERMAKER.....	\$ 28.00	22.35
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CARP1421-002 04/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 26.60	8.65

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\* ELEV0021-006 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.97	32.645+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

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ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

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IRON0263-005 06/01/2017

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 23.25	7.32

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PLUM0100-005 11/01/2017

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.84	11.51
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.84	11.51

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SUTX2014-015 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78	0.00
CAULKER.....	\$ 15.16	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.04	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69
FORM WORKER.....	\$ 11.89	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.74	0.00
INSTALLER - SIGN.....	\$ 15.50	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.29	0.00
LABORER: Common or General.....	\$ 10.52	0.00

LABORER: Mason Tender - Brick...	\$ 10.54	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.93	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 12.22	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55	0.00
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69	0.50
OPERATOR: Forklift.....	\$ 13.21	0.81
OPERATOR: Grader/Blade.....	\$ 13.03	0.00
OPERATOR: Loader.....	\$ 13.46	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24	3.83
PIPEFITTER (HVAC Pipe		

Installation Only).....\$ 20.45	4.00
PLASTERER.....\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....\$ 22.46	4.06
ROOFER.....\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....\$ 37.50	0.00
TILE FINISHER.....\$ 11.22	0.00
TILE SETTER.....\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....\$ 16.00	0.81
TRUCK DRIVER: Dump Truck.....\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....\$ 12.00	4.11

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of,

domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

- B. Except for work on legal holidays, the “Ge
- B. Except for work on legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.
- C. For legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.
- D. For overtime work, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.
- E. Under the provisions of Texas Government Code, Title 10, Section 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.
- F. If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work.

1.45 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

1.46 All warranties shall be stated as required in the Uniform Commercial Code.

1.47 The Contractor and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

1.48 Contractor shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Contractor for purposes of solicitation. As exception, Contractor may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

- 1.49 Contractor shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 1.50 **CRIMINAL HISTORY BACKGROUND CHECK:** If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County property or facilities. Upon request, Contractor shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 1.51 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 1.52 **CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.
- 1.53 **NOTICE TO CONTRACTORS:** The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised that the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.
- 1.54 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER's intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractors process to verify enrollment compliance.
- 1.55 **INSURANCE REQUIREMENTS**
- A. **CONTRACTOR'S INSURANCE**
1. Before commencing work, the CONTRACTOR and each subcontractor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly

approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER.

2. In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

B. Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage of not less than \$1,000,000. In addition to these, the CONTRACTOR must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

1. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR and its subcontractors who will provide services on the Project will be covered by workers compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

2. The CONTRACTOR'S failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.

C. Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

General Aggregate \$2,000,000

Products — Components/Operations Aggregate \$2,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 2,000,000

1. The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

- C. D. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident) and \$1,000,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.
- E. OWNER'S PROTECTIVE LIABILITY INSURANCE  
CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- F. "UMBRELLA" LIABILITY INSURANCE  
CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.
- G. RAILROAD PROTECTIVE INSURANCE  
When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.
- H. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS
1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
- (a) each policy shall name the OWNER as an additional insured as to all applicable coverage;
  - (b) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;
  - (c) the term "OWNER" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;

- (d) the policy phrase “other insurance” shall not apply to the OWNER where the OWNER is an additional insured on the policy;
- (e) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;
- (f) each policy shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and,
- (g) each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

2. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- (a) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER’S decision thereon shall be final;
- (b) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of A+ VII or better as assigned by BEST Rating Company or equivalent; and
- (c) All liability policies required herein shall be written with an “occurrence” basis coverage trigger.

3. CONTRACTOR agrees to the following:

- (a) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- (b) Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- (c) Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and
- (d) No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

1.56 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

1.57 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

# Section 004100-Bid Form

## Collin County, Texas

### Bid Information

Bid Owner JD Griffin, CPPB Buyer II  
 Email jgriffin@co.collin.tx.us  
 Phone (972) 548-4116  
 Fax (972) 548-4694  
  
 Bid Number 2018-169  
 Title Construction, Collin County  
 Elections Machine Chargers  
 Bid Type IFB  
 Issue Date 03/06/2018  
 Close Date 3/29/2018 02:00:00 PM (CT)

### Contact Information

Address 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney, TX 75071  
 Contact JD Griffin, CPPB Buyer II  
 Department Purchasing  
 Building Admin. Building  
 Floor/Room Ste.3160  
 Telephone (972) 548-4116  
 Fax (972) 548-4694  
 Email jgriffin@co.collin.tx.us

### Ship to Information

Address 2010 Redbud Blvd.  
 Ste. 102  
 McKinney, TX 75069  
 Contact  
 Department Elections  
 Building Elections  
 Floor/Room  
 Telephone  
 Fax  
 Email

### Supplier Information

Company Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

### Supplier Notes

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### Bid Notes

Please log in to view bid documents.  
 Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

### Bid Activities

Date	Name	Description
3/20/2018 02:00 PM (CT)	Mandatory Pre-Bid	A MANDATORY PRE-BID CONFERENCE will be held by Collin County at the Collin County Elections Department located at 2010 Redbud Blvd., Suite 102, McKinney, TX 75071 on Tuesday, March 20, 2018 at 2:00 PM in order for bidders to ask questions regarding the proposed work. All bidders desiring to bid the work should have a representative at the pre-bid conference; bidders that do not attend the pre-bid conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-bid conference.
3/23/2018 05:00 PM (CT)	Intent to Bid	Do you intend to submit a bid?

### Bid Messages

## Bid Attachments

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The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	Project Manual.docx	Specifications
Header	DRAWINGS.docx	Drawings
Header	LEGAL NOTICE-2018-169.doc	Legal Notice

## Bid Attachments Requested

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The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	<p>Bid Bond : BID SECURITY: All Bidders must submit, prior to the bid opening time, a Cashier's Check or acceptable Bid Bond payable without recourse to Collin County in the amount of not less than five percent (5%) of the total bid plus alternates as submitted.</p> <p>1. Bid Bond or Cashier's Check may be mailed or hand delivered to the Office of the Collin County Purchasing Agent, Collin County Administration Building, 2300 Bloomdale Road, Ste 3160, McKinney, TX 75071 and shall be delivered in an envelope, marked plainly on the outside with the Bid Name and Number.</p> <p>2. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <a href="https://collincountytx.ionwave.net">https://collincountytx.ionwave.net</a></p> <p>Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered.</p> <p>The original Bid Bond shall be received in the Collin County Purchasing Department no later than close of business on the third working day after the bid opening. Late receipt of original Bid Bond shall be cause for rejection of bid.</p>
2	YES	W-9
3	NO	Conflict of Interest Questionnaire

## Bid Attributes

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Please review the following and respond where necessary

#	Name	Note	Response
1	Calendar Days Bid	Please state the consecutive calendar days bid.	_____ (Required)
2	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
3	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.  Please initial.	_____ (Required)
4	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract.  If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".	_____ (Required)
5	Reference No. 1	List a company or governmental agency where these same/like products /services, as stated herein, have been	_____ (Required)

provided.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

- 6 Reference No. 2 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. \_\_\_\_\_ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 7 Reference No. 3 List a company or governmental agency where these same/like products /services, as stated herein, have been provided. \_\_\_\_\_ (Required)
- Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.
- 8 Preferential Treatment The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). \_\_\_\_\_ (Required)
1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.
- 9 Debarment Certification I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. \_\_\_\_\_ (Required)
- Please initial.
- 10 Immigration and Reform Act I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. \_\_\_\_\_ (Required)
- I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.
- Please initial.
- 11 Disclosure of Certain Relationships Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code \_\_\_\_\_ (Required)

requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

12 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. \_\_\_\_\_ (Required)

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

13 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. \_\_\_\_\_ (Required)

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

14 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. \_\_\_\_\_ (Required)

How did you receive notice of this request?  
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other

15 Bid Bond Acknowledgement

Accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Also accompanying this bid, all the \_\_\_\_\_ (Required)

information required in Section 00200 – Instructions to Bidders.

Please initial.

16 Construction Acknowledgement

Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Advertisement for Bids, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein. \_\_\_\_\_ (Required)

Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within ten (10) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications.

Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern.

Please initial.

Line Items

#	Qty	UOM	Description	Response
1	1	lump sum	Bid Grand Total	\$ _____ (Required) Price

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Grand Total- Written in Words	The contract award will be based on the total bid price.	_____ (Required)
2	Total Material Cost Incorporated in Project		\$ _____ (Required)
3	Total Material Cost Incorporated in Project- Written in Words		_____ (Required)
4	Total Labor Cost Incorporated in Project		\$ _____ (Required)
5	Total Labor Cost Incorporated in Project- Written in Words		_____ (Required)

**004313 BID BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**SIGNED, SEALED and DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

**WHEREAS**, the Principal is herewith submitting its proposal for IFB 2018-169, Construction, Collin County Elections Machine Chargers.

The condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.**

**SECTION 004547-CONFLICT OF INTEREST**  
**INFORMATION REGARDING**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79<sup>th</sup> Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

[http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Bill Burke - Director of Building Projects

David Dooley - Building Projects Coordinator

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent

Michelle Charnoski, CPPB – Assistant Purchasing Agent

J. D. Griffin, CPPB – Buyer II

Commissioners' Court:

Keith Self – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

John Thomas – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

## SECTION 004548-CHAPTER 2270 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
(PRINT NAME)

\_\_\_\_\_  
(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
TITLE

## 005213 CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as "Contractor"), and **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter referred to as "County" or "OWNER"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

### CONTRACT SUM

The County shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change orders as provided in the Contract Documents. The contract sum shall be the amount of **(\$ \_\_\_\_\_)**.

### EFFECTIVE DATE

This Construction Agreement, having been previously approved by the Commissioners' Court of Collin County, Texas, shall be effective upon the date of delivery and execution by Contractor, provided the County executes the same within five (5) consecutive calendar days after said delivery and execution by Contractor.

## I. CONTRACT GENERAL PROVISIONS

### 1.1 DEFINITIONS

Words which have well-known technical or construction industry meanings shall have their commonly understood meanings in the Contract Documents, unless a different meaning is stated in the Contract Documents. The following words and expressions, or pronouns used in their place, shall wherever they appear in this contract be construed as follows, unless a different meaning is clear from the context:

**Addendum, Bulletin or Letter of Clarification:** Any additional contract provisions, or change, revisions or clarification of the Contract Documents issued in writing by the OWNER, to prospective bidders prior to the receipt of bids.

**Contract or Contract Documents:** The written agreement covering the performance of the work. The Contract and Contract Documents include this written Construction Agreement between OWNER and CONTRACTOR, Advertisement for Bids, Instructions to Bidders, Requests for Proposal, all Addenda, the Specifications, including the general and supplemental special and technical conditions, Drawings, provisions, plans or working drawings — and any supplemental changes or agreements pertaining to the Work or materials therefor; and bonds and any additional documents incorporated by reference in the above.

**CONTRACTOR:** The person, persons, partnership, firm, corporation, association or organization, or any combination thereof, entering into the contract for the execution of the work, acting directly or through a duly authorized representative.

**Other CONTRACTORS:** Any contractor, other than the CONTRACTOR or his subcontractors, who has a direct contact with the OWNER for work on or adjacent to the site of the work.

**Contract Work or Work:** Everything expressly or impliedly required to be furnished and done by the CONTRACTOR by the Contract Documents.

**Architect:** The term “Architect” means the Architect or his duly authorized representative. The Architect shall be understood to be the Architect of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the Architect and the CONTRACTOR.

**Extra Work:** Work other than that which is expressly or impliedly required by the Contract Documents at the time of the execution of the contract.

**Change Order:** A written order to the CONTRACTOR authorizing and directing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or the Contract time.

**Contract Price:** The total amount of money payable to the CONTRACTOR under the terms and conditions of the Contract Documents. When used in such context, it may also mean the unit price of an item of work under the Contract terms.

**OWNER’S Representative:** The Architect or other duly authorized assistant, agent, engineer, inspector or superintendent acting within the scope of their particular duties.

**Drawings or Contract Drawings:** Those drawings that are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including but not limited to, the plans, elevations, sections, details, schedules, diagrams, any bulletin, or any detailed drawing furnished by the OWNER, pertaining or supplemental thereto.

**Specifications:** Those portions of the Contract Documents that specify the requirements for materials, equipment, systems, standards and workmanship for performance of the Work, and related services.

**Inspector:** Any representative of the OWNER designated to inspect the work.

**Materialman or Supplier:** Any subcontractor contracting with the CONTRACTOR, or any of his subcontractors, to fabricate or deliver or who actually fabricates or delivers materials, supplies or equipment to be consumed or incorporated into the Work.

**Notice:** Written notice effective the date of the postmark thereon, or if hand delivered, effective the date of hand delivery.

**OWNER:** COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas. The term OWNER means the OWNER or its authorized representative.

**Payment Bond:** A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of payment bond beneficiaries supplying labor and materials in the prosecution of the Contract Work.

**Performance Bond:** A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of the Owner, conditioned on the faithful performance of the Contract Work in accordance with the plans, specification, and Contract Documents.

**Maintenance Bond:** A bond executed by a corporate surety for 10% of the Contract Price that complies with all Texas Laws, including but not limited to, Chapter 3503 of the Texas Insurance Code, guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in the Contract Documents, and Texas Law.

**Project:** The total construction of the work described in the Contract Documents performed by the Contractor, Other Contractor or the Owner in whole or part.

**Proposal:** The written statement or statements duly submitted to the OWNER by the person, persons, partnership, company, firm, association or corporation proposing to do the Work contemplated, including the approved form on which the formal bids for the Work are to be proposed.

**Plan, or Plans:** The plans are the drawings or reproductions therefrom made by the Owner or Owner's Representative and approved by the Owner showing the dimensions, location, design and position of the various elements of the Project and Work, including plans, elevations, sections, details, schedules, diagrams, working drawings, preliminary drawings, and such supplemental drawings as the Owner may issue to clarify other drawings or for the purpose of showing changes in the Contract Work authorized by the Owner, or for showing details not shown therein.

**Special Provisions or Conditions:** The special clauses of the Contract, or Contract Documents, setting forth conditions or requirements peculiar to the specific Project involved, supplementing the standard or general specifications and taking precedence over any

conditions or requirements of the standard or general specifications with which they are in conflict.

**Specifications or Contract Specifications:** All of the general, special and technical conditions or provisions, and all addendum or supplements thereto consisting of written requirements for materials, equipment, systems, standards and performance of the work.

**Site:** The area upon or in which the CONTRACTOR'S operations are carried on, and such other areas adjacent thereto as may be designated as such by the OWNER.

**Subcontractors:** Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

**Sureties:** The corporate bodies which are bound by such bonds as are required with and for the CONTRACTOR. The sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the specifications, Contract or plans.

**The Work:** All work including the furnishing of all labor, materials, tools, equipment, required submittals and incidentals to be performed by the CONTRACTOR under the terms of the Contract.

**Directed, Required, Approved and Words of Like Import:** Whenever they apply to the Work or its performance, the words "directed," "required," "permitted," "ordered," "designated," "established," "prescribed" and words of like import used in the Contract, specifications or upon the drawings shall imply the direction, requirement, permission, order, designation or prescription of the OWNER; and "approved," "acceptable," "satisfactory" and words of like import shall mean approved by, acceptable to or satisfactory to the OWNER.

**Equal:** Materials, articles or methods which are of equal or higher quality than those specified or shown on the drawings and as further defined in the "or equal" clause. Substitution of Materials shall be determined by the Architect at his or her discretion, and approved by the Owner.

**Working Time, Completion Time or Contract Time:** The time set forth in the Contract for the performance and completion of the Work contracted for. The time may be expressed as calendar days, working days or a specific date.

**Calendar Day or Days:** Any successive days of the week or month, no days being excepted.

**Working Day:** A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes. Nothing in this definition shall be construed as prohibiting the CONTRACTOR from working on Saturdays if he so desires, however permission of the OWNER shall be necessary if the

CONTRACTOR chooses to work on Saturday. Work on Sundays shall not be permitted without the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as week days. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

## **CONTRACT DOCUMENTS**

1.2 The parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:

- A. This written Construction Agreement, including any changes or modifications;
- B. All addenda including the following listed and numbered addenda:  
Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_
- C. Advertisement for Bids, Instructions to Bidder, the Invitation to Bid and Bid Form;
- D. The Special/Supplemental Conditions;
- E. The Specifications and the Project Drawings (if any);
- F. The Construction Details shown on plans;
- G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums;
- H. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
- I. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,
- J. The Maintenance Bond in the sum of TEN PERCENT (10%) of the total Contract Price.

### 1.2.1 PRIORITY OF THE CONTRACT DOCUMENTS

These Contract Documents (A through J above) form the Construction Agreement and are a part of this Construction Agreement as if fully set forth herein. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

### 1.2.2 THE CONTRACT

The Contract Documents form the Contract. The Contract represents the entire integrated agreement between the OWNER and the CONTRACTOR and supercedes all prior negotiations, and representations by either party.

## 1.3 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent of the documents, unless otherwise specifically

provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract Documents. It is not intended to mention every item of work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract Documents.

#### 1.3.1 CONTRACT DRAWINGS AND SPECIFICATIONS

The OWNER shall furnish the CONTRACTOR one copy of the Contract Drawings and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

#### 1.3.2 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

In order to carry out the intent of the Contract Documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract Documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing, to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER decides that there is no departure from the requirements of the Contract Documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that extra work is involved, he shall so modify the supplemental drawings, specifications or instructions to eliminate the extra work, or cause a written Change Order to be issued in accordance with the Contract Documents.

#### 1.3.3 ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall not take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications; and the Architect or Engineer shall

be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. In case of any errors, omissions or discrepancies in the drawings or specifications, the CONTRACTOR shall promptly submit the matter to the OWNER or OWNER'S Representative in writing who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the CONTRACTOR without this determination and instructions shall be at the CONTRACTOR'S own risk and expense. The Work is to be made complete as intended by the Contract Documents.

#### 1.3.4 EXISTING STRUCTURES

The plans show the general locations of some known surface and subsurface structures. The locations of many gas mains, water mains, conduits, sewers, other utilities, etc., however, are unknown, and the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR shall be solely responsible for locating all gas mains, water mains, conduits, sewers, other utilities etc., so as to perform the Work without damaging the same.

## II. THE WORK

### 2.1 SCOPE OF WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with **IFB 2018-169, Construction, Collin County Elections Machine Chargers.**

### 2.2 CHANGE OR MODIFICATION OF CONTRACT

#### 2.2.1 ALTERATION OF PLANS AND SPECIFICATIONS

The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract or bonds. Such changes shall be issued by the Architect.

#### 2.2.2 INCREASED OR DECREASED QUANTITIES OF WORK

The OWNER reserves the right and may from time to time, by written order, and without notice to any surety, make changes in the quantity or time of performance of the Work, as may be considered necessary or desirable and such changes shall

not be considered as waiving or invalidating any conditions or provisions of the Contract or bonds. The CONTRACTOR shall perform all the Contract Work in strict compliance with the Contract Documents, and shall not make any changes to the Work without prior written authorization from the OWNER, in the form of a written Change Order. If such changes increase or decrease either the cost or the time necessary for the performance of the Work, then the parties will mutually agree upon an equitable adjustment to the price or time to perform the Work pursuant to the terms of the Contract.

### 2.2.3 EXTRA WORK/CHANGE ORDERS

When any work is necessary to the proper completion of the Project and for which no prices are provided for in the Bid or Proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. The OWNER may order changes in the Work without invalidating Contract. Payment for Extra Work shall be made as provided herein. Contractor agrees that overhead and profit for Extra Work shall not exceed 10% of the total cost of the Extra Work. The Contractor shall not be entitled to any additional funds for any work or extra work performed on the Project, unless a Change Order is issued and signed by the Owner. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Nothing in this section shall give rise to any claims for any delay or acceleration damages, and the CONTRACTORS sole remedy for any delays in the Project shall remain an equitable extension of time as provided for in the Contract Documents. CONTRACTOR acknowledges and agrees to waive all rights or claims for compensation for any additional or other work not specifically authorized by the OWNER.

## 2.3 DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract Work by the OWNER is extra work or additional work and not Contract Work, or (c) any determination or order of the OWNER violates the terms and provisions of this Contract, the CONTRACTOR shall promptly, either before proceeding with such work or complying with such order or determination, notify the OWNER in writing of his contentions with respect thereto and request a final determination thereof.

Such determination of the OWNER shall be given in writing to the CONTRACTOR. If the OWNER determines that the work in question is Extra Work and not Contract Work, or that the order complained of requires performance by the CONTRACTOR beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the OWNER shall cause either (a) the issuance of a written Change Order covering the Extra Work as provided herein, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the Contract.

If the OWNER determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of does not require performance by the CONTRACTOR beyond that required by the Contract or violate the terms and provisions of the Contract, he shall direct the CONTRACTOR to proceed, and the CONTRACTOR must promptly comply. In order to reserve his right to claim compensation for such work resulting from such compliance, however, the CONTRACTOR must, within 20 calendar days after receiving the OWNER'S determination and direction, notify the OWNER in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the CONTRACTOR fails to so appeal to the OWNER for a determination or, having so appealed, should the CONTRACTOR thus fail to notify the OWNER in writing of his protest, the CONTRACTOR shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, for a minimum period of three (3) years following final payment or termination of contract, produce for examination and audit at the CONTRACTOR'S office, by the representatives of the OWNER, all his books and records showing all of his acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions are complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of disputed work or extra work. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any approval of any claim for extra compensation, notwithstanding any other provisions of the Contract Documents; and in any action against the OWNER to recover any sum in excess of the contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section. The CONTRACTOR ASSUMES THE RISK OF NONPAYMENT, for failing to comply with any of the requirements of this section.

### **III. CONTRACTORS RESPONSIBILITIES**

#### **3.1 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND ASSURANCES.**

In consideration of, and to induce the award of this contract to him, the CONTRACTOR represents and warrants: (a) That he is financially solvent, and sufficiently experienced and competent to perform the work; (b) That the facts stated in the proposal and the information given by him pursuant to the bidding documents are true and correct in all respects; (c) That he has read, understood and complied with all the requirements set forth in the bidding

documents; (d) That he is familiar with and understands all laws and regulations applicable to the work; and (e) unless otherwise specifically provided for in the Contract Documents, the CONTRACTOR shall do all the Work and shall furnish all the tools, equipment, machinery, materials, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

By executing the contract, the CONTRACTOR represents that he has visited the site of Work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the Contract Documents. In addition, the CONTRACTOR represents that he has satisfied himself as to subsurface conditions at the site of the Work. Information, data and representations contained in the Contract Documents pertaining to the conditions at the site, including subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the Work. The CONTRACTOR agrees that he shall make no claims for damages, additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the Work which vary or differ from conditions or information contained in the Contract Documents. All risks of differing subsurface conditions shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to 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.

### 3.1.1 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the work.

C. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work shall be judged.

D. the CONTRACTOR shall provide, review, approve and submit to the Architect with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the OWNER or any separate contractor, all shop drawings, product data and samples required by the Contract Documents. The Work will be performed

in accordance with submittals approved by the Architect. The CONTRACTOR shall not be relieved responsibility for deviations from the requirements of the Contract Documents by errors or omissions by the OWNER or Architect in approving Shop Drawings, Product Data, samples or any other submittals.

E. By approving and submitting shop drawings, product data and samples, the CONTRACTOR represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

F. As the Architect's review is only for general conformance with the requirements of the Contract Documents, the CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of shop drawings, product data or samples unless the CONTRACTOR has specifically informed the Architect in writing of such deviation at the time of submission and the Architect have given written approval to the specific deviation. The CONTRACTOR shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Architect's approval thereof. The CONTRACTOR shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Architect on previous submittals.

G. the CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or samples. The CONTRACTOR shall be responsible for seeing that any "approved" copies of shop drawings bearing the approval of the Architect are allowed on the job site. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations.

H. the CONTRACTOR shall keep adequate records of submittal and approvals so that an accurate up-to-date record file is maintained at the job site at all times.

I. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Architect. All such portions of the work shall be in accordance with approved submittals.

### 3.1.2 SURETY BONDS

With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER'S bond forms, attached hereto as Section 00610 must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER'S principal office is located. Such surety bonds shall be in accordance with Texas Law,

including but not limited to, the provisions of Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.

A. Performance Bond. A good and sufficient bond in an amount not less than 100 percent of the total amount of the Contract Price guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof, for the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the Contract Documents.

B. Payment Bond. A good and sufficient bond in an amount not less than 100 percent of the total amount of the Contract Price guaranteeing the full and proper protection of all payment bond beneficiaries and claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant.

C. Maintenance Bond. A good and sufficient bond in an amount not less than ten percent (10%) of the total amount of the Contract Price guaranteeing the project against defects.

D. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.

E. Additional or Substitute Bonds. If at any time the OWNER is or becomes dissatisfied with any surety, then upon the performance or payment bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bonds shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the contract shall be

deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the OWNER.

### 3.1.3 PERMITS AND FEES

The CONTRACTOR shall secure and pay for all building permits and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are normally and legally required for the construction of similar projects in the State of Texas. The CONTRACTOR will give all notices required by laws, ordinances, rules, regulations and lawful orders of authorized public authorities required for the proper and legal performance of the Work.

### 3.14 CONTRACT DOCUMENTS AT SITE

The CONTRACTOR shall keep and maintain at the Project site one record copy of the Contract Documents, including but not limited to, the Drawings, Specifications, addenda, Change Orders, submittals, Product Data, Samples and other modifications, in good order and marked to show the current construction of the Project. These documents shall be available to the OWNER or Architect to review at any time and shall be submitted to the OWNER upon completion of the Project, along with a complete set of as built drawings.

## 3.2 CONTRACTOR'S RESPONSIBILITIES

### 3.2.1 PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the Work under this Contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

### 3.2.2 MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the contract drawings, specifications or bulletins, the means and methods of construction shall be such as the CONTRACTOR may choose; subject, however, to the OWNER'S right to prohibit means and methods proposed by the CONTRACTOR which in the OWNER'S judgment:

- A. shall constitute a hazard to the Work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- B. shall cause unnecessary or unreasonable inconvenience to the public; or
- C. shall not produce finished work in accordance with the requirements of the Contract Documents; or
- D. shall not assure the Work to be completed within the time allowed by the contract.

The OWNER'S approval of the CONTRACTOR'S means or methods of construction, or the OWNER'S failure to exercise his right to prohibit such means or methods, shall not relieve the CONTRACTOR of his responsibility for the Work or of his obligation to accomplish the result intended by the Contract Documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the CONTRACTOR against the OWNER. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, procedures, and for the safety precautions and programs in connection with the Work or the Project.

If the Contract Documents specify any means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate said specifications and determine that they are safe for the proper prosecution of the Work. The CONTRACTOR shall be solely responsible for the job site safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines the the specified means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall immediately notify the OWNER and Architect and shall not proceed without further instructions.

### 3.2.3 CONSTRUCTION SCHEDULE

The CONTRACTOR, immediately after being awarded the contract, shall prepare and submit for the OWNER or Architect's information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and reasonable execution of the work, not to exceed the time limits for completion provided in the Contract Documents. The progress schedule shall be updated as the Work proceeds or the schedule changes and immediately upon request by the OWNER. The CONTRACTOR shall also prepare a schedule of submittals that allows for a reasonable time for the OWNER or Architect to review the submittals so as not to delay the Project.

### 3.2.4 TIME OF PERFORMANCE OF THE WORK

The CONTRACTOR shall begin the work to be performed under this Contract not later than 10 days from the date specified in the purchase or work order and shall

conduct the work in such a manner and with sufficient equipment, material and labor as is necessary to insure its completion within the working time. It is the intent of this specification to provide a continuous construction operation without delay except as occasioned by unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, and it shall be the CONTRACTOR's responsibility to execute the work in the most expeditious manner.

Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done on nights, Sundays or regular holidays unless permission is given by the OWNER

Time is of the Essence for the performance of the Work by the CONTRACTOR. CONTRACTOR agrees that the time allotted for the performance of the Work is reasonable.

### 3.2.5 PERFORMANCE OF EXTRA OR DISPUTED WORK

While the CONTRACTOR or his subcontractor is performing Extra Work in accordance with the OWNER'S written order, the cost of which is to be determined on a time and material basis, or is performing disputed work or complying with a determination or order under protest, the CONTRACTOR shall, on the Monday following the performance of the work, furnish the OWNER'S representative at the site with three copies of verified statements showing:

- A. the name and number of each workman employed on such extra work or engaged in complying with such determination or order, the character of extra work each is doing and the wages paid to him, including the rate and amount of payroll taxes, contributions for insurance, and federal social security; and
- B. the nature, cost and quantity of any materials, plant equipment or construction equipment furnished or used in connection with the performance of such extra work or in complying with such determination or order, and from who purchased or rented.

The CONTRACTOR and his subcontractors, when required by the OWNER, must also produce for inspection and audit by designated OWNER representatives for a minimum period of three (3) years following final payment or termination of contract any and all of his books, vouchers, records, daily job diaries and reports, canceled checks, etc. showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The CONTRACTOR must permit the OWNER'S representatives to make extracts therefrom or copies thereof as may be desired.

Failure of the CONTRACTOR to comply strictly with the requirements of this section shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

### 3.3 QUALITY OF WORK

#### 3.3.1 INSPECTION AND TESTS

The CONTRACTOR shall furnish the OWNER with every reasonable accommodation and opportunity to ascertain whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done or materials used without suitable inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense. 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 OWNER in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

Unless otherwise provided, the CONTRACTOR shall make arrangements for all tests, inspections and approvals with an independent testing laboratory or entity required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction over the Work or items to be tested, inspected or approved. If additional testing or inspection is required they shall be performed at the CONTRACTOR'S expense.

#### 3.3.2 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the CONTRACTOR'S risk and shall be considered unauthorized and at the option of the OWNER may be ordered removed at the CONTRACTOR'S expense.

Upon failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the OWNER, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the

CONTRACTOR. Alternatively, the OWNER may, at its option, declare the CONTRACTOR in default.

### 3.3.3 WORKING AREA; COORDINATION WITH OTHER CONTRACTORS; FINAL CLEANUP

The CONTRACTOR shall confine his equipment, storage of materials and construction operations to the area shown on the contract drawings or stated in the specifications, prescribed by ordinance, laws, or permits or as may be directed by the OWNER, and shall not unreasonably encumber the site or public right-of-way with his construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the CONTRACTOR. Other contractors of the OWNER may enter upon and use such portions of the area and for such items as determined by the OWNER are necessary for all purposes required by their contracts. The CONTRACTOR shall give to such other contractors all reasonable facilities and assistance to the end that the work on this and other contracts shall not be unduly or unreasonably delayed. Any additional areas desired by the CONTRACTOR for his use shall be provided by him at his own cost and expense.

The CONTRACTOR is responsible for cutting, fitting or patching any parts of the Work where such work is necessary to make the Work complete, for parts to fit together, or for any damage to the Work prior to Final Acceptance.

The CONTRACTOR shall keep the Project and the surrounding area clean and free from the accumulation of waste materials or trash. Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract Documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the OWNER, and at the CONTRACTOR'S sole cost.

## 3.4 LEGAL RESPONSIBILITIES

### 3.4.1. PATENTS AND COPYRIGHTS

The CONTRACTOR shall pay all royalties and license fees and shall provide, by suitable legal agreement with the patentee or owner, for the use of any design, device, material or process covered by letters, patent or any copyright. The CONTRACTOR shall indemnify, defend, hold and save the OWNER and its officers, employees and agents harmless from all liability and claims for infringement of any patent or copyright.

In the event that any claims, suit or action at law or in equity of any kind whatsoever is brought against the OWNER, or its officers, employees or agents involving any such patents, copyrights or license rights, then the OWNER shall have the right to and may retain from any money due or to become due to the CONTRACTOR such sum deemed necessary by the OWNER for its protection until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

#### 3.4.2 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR and his sureties shall indemnify, defend and hold harmless the OWNER and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the CONTRACTOR, his agents, employees or subcontractors; or on account of any negligent act or fault of the CONTRACTOR, his agents, employees or subcontractors in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the CONTRACTOR to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the OWNER growing out of such injury or damage. In no event shall OWNER be liable to CONTRACTOR for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. CONTRACTOR'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for CONTRACTOR or any Subcontractor under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless the OWNER from and against any and all injuries, loss or damages to property of the OWNER during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licenses or invitees of the CONTRACTOR.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

#### 3.5 SUPERVISION AND CONSTRUCTION PROCEDURES

### 3.5.1. SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall be under the direct charge and superintendence of the CONTRACTOR. Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the CONTRACTOR shall provide a competent superintendent or general foreman on the work site at all times during progress with full authority to act for the CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the coordination and expediting of the Work.

The superintendent and staff shall be satisfactory to the OWNER. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the OWNER or unless the superintendent or general foreman proves unsatisfactory to the CONTRACTOR and ceases to be in his employ.

If the superintendent should be or become unsatisfactory to the OWNER, he shall be replaced by the CONTRACTOR upon written direction of the OWNER, and in such event, the CONTRACTOR shall not be entitled to file a claim for any additional working time or money from the OWNER.

### 3.5.2 EMPLOYEES

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him and shall at all times maintain good order among its employees. Whenever the OWNER shall inform the CONTRACTOR in writing that, in his opinion, any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it. Under urgent circumstances, the OWNER may orally require immediate removal of an employee for cause, to be followed by written confirmation.

The CONTRACTOR shall supervise and direct all the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety procedures and for coordinating all portions of the Work under the Contract. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, subcontractors and their agents, employees and subcontractors performing any of the work under a contract with the CONTRACTOR.

### 3.5.3 LABOR AND MATERIALS

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment

and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him.

The rate of progress shall be such that the whole work shall be performed and the premises cleaned up in accordance with the Contract within the working time established in the Contract, unless an extension of time is made in the manner hereinafter specified.

#### 3.5.4 WAGE SCALE

In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule.

General Decision Number: TX180289 01/12/2018 TX289

Superseded General Decision Number: TX20170289

State: Texas

Construction Type: Building

County: Collin County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018

ASBE0021-011 06/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 24.32	7.52

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BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

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CARP1421-002 04/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 26.60	8.65

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\* ELEV0021-006 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.97	32.645+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

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ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR (1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson		

Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

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IRON0263-005 06/01/2017

	Rates	Fringes
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IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 23.25	7.32
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PLUM0100-005 11/01/2017

	Rates	Fringes
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HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.84	11.51
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.84	11.51

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SUTX2014-015 07/21/2014

	Rates	Fringes
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BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78	0.00
CAULKER.....	\$ 15.16	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.04	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35	1.39
ELECTRICIAN (Low Voltage		

Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69
FORM WORKER.....	\$ 11.89	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.74	0.00
INSTALLER - SIGN.....	\$ 15.50	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.29	0.00
LABORER: Common or General.....	\$ 10.52	0.00
LABORER: Mason Tender - Brick...	\$ 10.54	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.93	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 12.22	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55	0.00
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83	0.00
OPERATOR: Bobcat/Skid		

Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69	0.50
OPERATOR: Forklift.....	\$ 13.21	0.81
OPERATOR: Grader/Blade.....	\$ 13.03	0.00
OPERATOR: Loader.....	\$ 13.46	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00

TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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#### END OF GENERAL DECISION

- B. Except for work on legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.

For legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.

For overtime work, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.

Under the provisions of Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.

If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the Contract Work.

- 3.5.5 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER’S intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractor’s process to verify enrollment compliance.

#### 3.5.6 COMPLIANCE WITH LAWS

The CONTRACTOR shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Contract and the Work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

All work required under this Contract is intended to comply with all requirements of law, regulation, permit or license. If the CONTRACTOR finds that there is a variance, he shall immediately report this to the OWNER for resolution.

#### 3.5.6.1 EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

#### 3.5.7 RAILWAY CROSSINGS

Where the Work encroaches upon any right-of-way of any railway, the OWNER shall secure the necessary easement for the work. Where railway tracks are to be crossed, the CONTRACTOR shall observe all the regulations and instructions of the railway company as to methods of doing the work or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the CONTRACTOR. The railway company shall be notified by the CONTRACTOR not less than five days prior to commencing the work. The CONTRACTOR shall not be paid separate compensation for such railway crossing but shall receive only the compensation as set out in the proposal.

#### 3.5.8 OTHER CONTRACTORS; OBLIGATION TO COOPERATE

The OWNER reserves the right to perform construction on the Project with its own forces or may award other contracts for additional work on this Project, and the CONTRACTOR shall fully cooperate with such other contractors and shall coordinate and fit his work to be done hereunder to such additional work as may be contracted by the OWNER. The CONTRACTOR shall not commit or permit any act which shall interfere with the performance of work by any other contractor.

Upon receiving written notice from the CONTRACTOR that the OWNER or another contractor is failing to coordinate his work with the Work under this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another contractor or through failure of another contractor to carry out the directions of the OWNER. Should any interference occur between contractors, the Architect may furnish the CONTRACTOR with written instructions designating priority of effort, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time only for

unavoidable delays verified by the Architect; however, no increase in the Contract Price shall be due the CONTRACTOR.

### 3.5.9 SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the Work included in the contract without written notice to the OWNER. This contract having been made pursuant to the bid submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the OWNER reserves the right to withhold approval of any subcontractor which the OWNER may deem would not be in the OWNER'S best interest.

The CONTRACTOR shall, as soon as practicable after signing the Contract, submit a separate written notice to the OWNER identifying each proposed subcontractor. Upon request of the OWNER, the CONTRACTOR shall promptly furnish additional information tending to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the OWNER determines that any proposed subcontractor is unacceptable, he shall so notify the CONTRACTOR, who may thereupon submit another proposed subcontractor unless the CONTRACTOR decides to do the work himself. Disapproval by the OWNER of any proposed subcontractor shall not provide a basis for any claim by the CONTRACTOR.

If an approved subcontractor fails to properly perform the work undertaken, he shall be removed from the job upon request of the OWNER, following notification to the CONTRACTOR in writing of the request for removal and the reasons therefore.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of his responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of his subcontract.

The CONTRACTOR agrees to bind each subcontractor and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his work. The CONTRACTOR and each subcontractor jointly and severally agree that nothing in the Contract Documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the OWNER; nor shall be

deemed or construed to impose upon the OWNER any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the OWNER.

The provisions contained herein shall likewise apply to any sub-subcontracts.

### 3.6 PROTECTION OF WORK AND OF PERSONS AND PROPERTY

#### 3.6.1 PROTECTION OF WORK

During performance and up to date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect the finished work against any damage, loss or injury. In the event of such damage, loss or injury, the CONTRACTOR shall promptly replace or repair such work, whichever the OWNER shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the OWNER'S approval of or failure to prohibit means and methods of construction used by the CONTRACTOR. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the OWNER, as evidenced by the OWNER'S issuance of a certificate of acceptance.

#### 3.6.2 PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the CONTRACTOR for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property.

The CONTRACTOR shall assume all duties owed by the OWNER to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is carried on in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the CONTRACTOR shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as are required by law. The CONTRACTOR'S responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted

by the OWNER, and shall cease when the certificate of acceptance is issued by the OWNER pursuant to the Contract Documents.

If the OWNER discovers that the CONTRACTOR has failed to comply with the applicable federal and state law (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the OWNER may order the CONTRACTOR to take such additional precautionary measures as required by law to be taken to protect persons and property.

In addition, the CONTRACTOR shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

### 3.6.3 SAFETY; TRENCH SAFETY; UNDERGROUND UTILITY SAFETY; PUBLIC CONVENIENCE AND SAFETY;

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to safety, trench safety, and underground utility safety, including those which may be enacted during the performance under this Contract. The CONTRACTOR shall comply with the provisions of the The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums and the Instructions to Bidders regarding trench safety, public convenience and safety, and sanitary provisions. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work and the Project.

### 3.7 MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

Unless otherwise expressly provided in the contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

#### 3.7.1 MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the Work,

the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this contract shall be new unless otherwise specified in the Contract Documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR's sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### 3.7.1.1 "OR EQUAL" CLAUSE

A. Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which the Architect determines shall perform adequately the duties imposed by the general design or which the Architect deems to be of similar appearance (in cases where appearance is of importance) shall be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function. Authorization for any substitution of materials or articles must be obtained by the CONTRACTOR from the Architect before proceeding with such substitution.

B. Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the Architect shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the Architect.

#### 3.7.2 WORKMANSHIP

The CONTRACTOR shall promptly correct or replace all work rejected by the OWNER as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected work, including costs incurred for additional services made necessary thereby.

## 3.8 WARRANTIES

### 3.8.1 SPECIAL WARRANTY

If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination or completion of the Contract. The OWNER shall give such notice promptly after discovery of the condition.

The CONTRACTOR shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the OWNER.

### 3.8.2 SUBCONTRACTORS' AND MANUFACTURERS' WARRANTIES

All subcontractors', manufacturers' and suppliers' warranties and guarantees, express or implied, respecting any part of the work and any materials used therein, shall be obtained and enforced by the CONTRACTOR for the benefit of the OWNER without the necessity of separate transfer or assignment thereof.

### 3.8.3 CORRECTED WORK WARRANTY

Any work repaired or replaced, pursuant to this section, shall be subject to the provisions of this section to the same extent as work originally performed.

### 3.8.4 RIGHTS AND REMEDIES

The rights and remedies of the OWNER provided in this section are in addition to, and do not limit, any rights or remedies afforded to the OWNER by law or any other provision of the Contract Documents, or in any way limit the OWNER'S right to recovery of damage due to default under the Contract. No action or inaction by the OWNER shall constitute a waiver of a right or duty afforded it under the Contract.

## IV. INSURANCE

### 4.1 CONTRACTOR'S INSURANCE

Before commencing work, the CONTRACTOR and each subcontractor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. Without

limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 60 days advance written notice being given to the OWNER.

In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

- 4.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at \$1,000,000. In addition to these, the CONTRACTOR must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR and its subcontractors who will provide services on the Project will be covered by workers compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The CONTRACTOR'S failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.

- 4.3 Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

General Aggregate \$2,000,000  
Completed Products — Components/Operations Aggregate \$2,000,000  
Personal and Advertising Injury \$ 1,000,000  
Each Occurrence \$ 2,000,000

4.3.1 The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

4.4 Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident) and \$1,000,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

#### 4.5 OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

#### 4.6 "UMBRELLA" LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.

#### 4.7 RAILROAD PROTECTIVE INSURANCE

When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

#### 4.8 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- A. each policy shall name the OWNER as an additional insured as to all applicable coverage;
- B. each policy shall require that 60 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;
- C. the term "OWNER" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- D. the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy;
- E. all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;
- F. all policies shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and,
- G. each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- A. any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
- B. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of A+VII or better as assigned by BEST Rating Company or equivalent; and
- C. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

CONTRACTOR agrees to the following:

- A. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- B. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- C. Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the

CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

D. No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

## **V. OWNERS RIGHTS AND RESPONSIBILITIES**

### **MONTHLY ESTIMATE, PARTIAL PAYMENTS AND FINAL PAYMENTS**

5.1 Progress and final payments shall be paid to the Contractor based upon the progress of the Project as indicated by the approved Applications for Payment, certificates of acceptance, or Certificates for Payment, that include an approved Schedule of Values that will be submitted by the CONTRACTOR to the OWNER prior to the commencement of the Work and in accordance with the following:

#### 5.2 MONTHLY ESTIMATES

The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment that shall include the work completed, materials stored at the Project site but not incorporated into the work, materials ready to be installed and stored at another agreed location, and the percentage of Work completed, through the 20<sup>th</sup> day of each month, on an Application for Payment with a schedule of values previously submitted by the Contractor and approved by the Owner. Prior to release of funds in connection with any Application for Payment, the Owner may request, and the Contractor must provide, properly executed statements of full or partial releases of claims acceptable to Owner in form and content, for all persons or entities supplying labor or materials to the Project.

5.2.1 The Application for Payment is a representation by the CONTRACTOR to the OWNER that the construction has progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount requested.

#### 5.2.2 INSPECTION AND PARTIAL PAYMENTS

Whenever the CONTRACTOR shall submit an Application for Payment to the OWNER for work performed by the CONTRACTOR, the CONTRACTOR shall notify the Architect that the improvement is ready for inspection. The Architect shall then make such inspection, and will have the authority to reject work that does not conform to the Contract Documents. If the work is satisfactory and in accordance with the specifications and Contract Documents, the Architect shall issue a Certificate for Payment.

5.2.3 Within thirty (30) days of the Owner's receipt of a properly submitted and correct Application for Payment, and the issuance of a Certificate for Payment, the Owner shall make payment to the Contractor, in the amount approved by the Owner less 5% retainage. Such payment shall be adjusted for work that is incomplete or not in accordance with the Contract Documents or that is the subject of a separate contract, or subcontract or supplier claim or lien against the Contractor or the payment bonds for the project.

5.2.4 No partial or final payment or the entire use or occupancy of the Project by the OWNER shall be considered acceptance of work that does not strictly comply with the Contract Documents or release the CONTRACTOR of any of his responsibilities under the Contract.

#### 5.2.5 PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no lien of any kind shall ever exist or be placed against the Work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the Work. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety. The Owner shall have no obligation under this Agreement to pay or to be responsible in any way for payment to any, Architect, another design professional, contractor, subcontractor or supplier performing portions of the Work, pursuant to a contract with the Contractor.

#### 5.2.6 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the OWNER'S interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of:

A. unsatisfactory progress of the Work not caused by conditions beyond the CONTRACTOR'S control,

- B. defective work not corrected,
- C. CONTRACTOR'S failure to carry out instructions or orders of the OWNER or his representative,
- D. a reasonable doubt that the Contract can be completed for the balance then unpaid,
- E. work or execution thereof not in accordance with the Contract Documents,
- F. claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
- G. failure of the CONTRACTOR to make payments to subcontractor or for material or labor,
- H. damage to another contractor,
- I. unsafe working conditions allowed to persist by the CONTRACTOR,
- J. failure of the CONTRACTOR to provide work schedules as required by the OWNER,
- K. use of subcontractors without the OWNER'S approval or,
- L. failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.

#### 5.2.7 PAYMENT FOR EXTRA WORK

The extra work done by the CONTRACTOR as authorized and approved by the Architect shall be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the CONTRACTOR as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents' and timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the extra work.

Payment for extra work shall be made by one of the following methods:

- A. Method "A" — by unit prices agreed on in writing by the OWNER and CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.
- B. Method "B" — by lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.

#### 5.2.8 SUBSTANTIAL COMPLETION

The Project will be considered substantially complete when the OWNER can utilize the Project for its intended purpose and the Work is in conformance with the Contract Documents.

### 5.3 APPLICATION FOR FINAL PAYMENT.

Upon full performance of all the Contract Work and the full performance of all the provisions of the Contract, the CONTRACTOR shall submit a final application for payment to the OWNER, the CONTRACTOR shall notify the Architect that the improvement is ready for inspection. All warranties and guaranties required of the CONTRACTOR by the Contract Documents shall be assembled and delivered by the CONTRACTOR to the OWNER as Part of the final Application for Payment. The Contractor will assign to the Owner all manufacturer's warranties relating to materials and labor used in the work and will perform the Work in such a manner as to preserve all such manufacturer's warranties. The CONTRACTOR will deliver a certificate evidencing that insurance and bonds required by the Contract Documents will remain in full force and effect pursuant to the requirements of the Contract. The final Certificate for Payment will not be issued until all such warranties and guaranties have been received and accepted by the Owner, and a Certificate of Acceptance is issued by the or Architect.

#### 5.3.1 FINAL INSPECTION AND ACCEPTANCE

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, the CONTRACTOR shall notify the OWNER, and Architect that the improvement is ready for final inspection. The Architect shall then make such final inspection, and if the work is satisfactory and in accordance with the specifications and Contract Documents, the CONTRACTOR shall be issued a certificate of acceptance.

#### 5.3.2 FINAL PAYMENT

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the Architect as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject or necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, or deducted under the provisions of the Contract, shall be paid the CONTRACTOR within 30 days after the final acceptance, provided that the CONTRACTOR has furnished to the OWNER a consent of surety and an affidavit or other satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under

the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment or on the retainage.

### **5.3 MODIFICATIONS TO CONTRACT WORK OR TIME OF PERFORMANCE**

#### **5.3.1 OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK**

#### **5.3.2 REASONS FOR SUSPENSION**

The OWNER shall have the right by written order to temporarily suspend the work, in whole or in part, whenever, in the judgment of the OWNER, such temporary suspension is required:

- A. in the interest of the OWNER generally,
- B. due to government or judicial controls or orders which make performance of this contract temporarily impossible or illegal,
- C. to coordinate the work of separate contractors at the job site,
- D. to expedite the completion of a separate contract even though the completion of this particular Contract may be thereby delayed,
- E. because of weather conditions unsuitable for performance of the Work, or
- F. because the CONTRACTOR is proceeding contrary to contract provisions or has failed to correct conditions considered unsafe for workmen.

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the Work without written direction from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

#### **5.3.3 NO ADDITIONAL COMPENSATION**

No additional compensation shall be paid to the CONTRACTOR for a temporary suspension of the Work by the OWNER or otherwise where same is caused by the fault of the CONTRACTOR. Where such temporary suspension is not due to the fault of the CONTRACTOR, he shall be entitled to:

A. an equitable extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and

B. the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined pursuant to the terms of the Contract; and

C. where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER pursuant to the terms of the Contract.

#### 5.3.4 USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the Work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The OWNER and CONTRACTOR agree that occupancy of portions of the Work by the OWNER shall not in any way evidence the substantial completion of the entire work or signify the OWNER's acceptance of the Work.

The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice. Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the Work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time; CONTRACTOR'S sole remedy for an unreasonable delay shall be an extension of time and shall not be entitled to any additional compensation.

#### 5.4 COMMENCEMENT; TIME OF COMPLETION; DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

#### 5.4.1 COMMENCEMENT; TIME OF COMPLETION

Contractor shall commence work within ten (10) consecutive calendar days after receiving from County a notice to proceed. Contractor agrees and covenants that the number of consecutive calendar days allowed to complete all work following a notice to proceed shall be as follows:

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#### 5.4.2. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the CONTRACTOR:

Two Hundred Dollars and Zero Cents (\$200.00)

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

#### 5.4.3 EXTENTIONS OF TIME

The CONTRACTOR shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within seven days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the OWNER. In adjusting the Contract working time for the completion of the Project, unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, acts of God or the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes beyond their control shall be taken into consideration.

If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the contract working time shall be equitably increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the CONTRACTOR.

No adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the CONTRACTOR, his agents, employees or subcontractors; and no adjustment shall be made to the Contract Price and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the OWNER. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the provisions of this Contract, and no act of the OWNER shall be deemed a waiver or entitlement of such extension.

## 5.5 TERMINATION FOR CONVENIENCE OF THE OWNER

### 5.5.1 NOTICE OF TERMINATION

The performance of the Work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by mailing a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Receipt of the notice shall be deemed conclusively presumed and established when the letter is placed in the United States Mail by the OWNER. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

### 5.5.2 CONTRACTOR ACTION

After receipt of a notice of termination, and except as otherwise directed by the OWNER or Architect, the CONTRACTOR shall:

- A. stop work under the Contract on the date and to the extent specified in the notice of termination;

- B. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the Work under the Contract as is not terminated;
- C. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- D. transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER or Architect:
  - 1. the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and
  - 2. the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER.
- E. complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- F. take such action as may be necessary, or as the Architect may direct, for the protection and preservation of the property related to its Contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Architect. Not later than 15 days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Architect upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

### 5.5.3 TERMINATION CLAIM

Within 60 days after notice of termination, the CONTRACTOR shall submit his termination claim to the Architect in the form and with the certification prescribed by the OWNER. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived.

### 5.5.4 AMOUNTS

The CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or

partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

#### 5.5.5 FAILURE TO AGREE

In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided herein, upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits.

#### 5.5.6 DEDUCTIONS

In arriving at the amount due the CONTRACTOR under this section, there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this contract; (b) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract; and (c) the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the OWNER.

#### 5.5.7 ADJUSTMENT

If the termination hereunder be partial prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; nothing contained herein, however, shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract when said contract does not contain an established contract price for such continued portion.

#### 5.5.8 NO LIMITATION OF RIGHTS

Nothing contained in this section shall limit or alter the rights which the OWNER may have for termination of this Contract under any other provision of this Contract or any other right which OWNER may have for default or breach of contract by CONTRACTOR.

#### 5.6 CONTRACTOR DEFAULT: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S surety. The contract may be annulled by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- A. failure of the CONTRACTOR to start the work within 10 days from date specified in the written work order issued by the OWNER to begin the work;
- B. evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- C. failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the Work;
- D. evidence that the CONTRACTOR has abandoned the Work or discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- E. evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
- F. deliberate failure on the part of the CONTRACTOR to observe any requirements of the specifications or to comply with any orders given by the Architect as provided for in the specifications;
- G. failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- H. evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
- I. repeated violations of safe working procedures;
- J. the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the Work. When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the Work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the

CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the surety to complete the Work.

In the event that the surety assumes the CONTRACTOR'S place, duties and responsibilities in the Contract, all monies remaining due the CONTRACTOR at the time of his default shall thereupon become due and payable to the surety as the work progresses, subject to all terms of the Contract. In case the surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the Work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plans, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of the Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the Contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the Contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and his surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the Work is being carried out by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the Work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or surety.

#### 5.7 SUSPENSION BY COURT ORDER AGAINST THE OWNER

The CONTRACTOR shall suspend such part or parts of the Work pursuant to a court order issued against the OWNER and shall not be entitled to additional compensation by virtue of such court order; neither shall the CONTRACTOR be liable to the OWNER in the event

the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the CONTRACTOR. A delay of the CONTRACTOR due to a court order against the OWNER, or due to the OWNER'S failure to secure right-of-way at the time required or because of a conflict of a utility with the Work, shall not be cause for additional compensation for damages sustained by the CONTRACTOR, but may be a cause for extension of contract working time only. The CONTRACTOR'S sole remedy for any suspensions of the Work is an equitable extension of time to perform the Work.

#### 5.8 NO WAIVER OF RIGHTS OR ESTOPPEL

The OWNER, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

A. showing the true and correct amount, classifications, quality and character of the Work done and materials furnished by the CONTRACTOR or any other person under this Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect or improperly made in any particular, or that the Work or the materials or any parts thereof do not in fact conform to the contract requirements; and (b) demanding the recovery from the CONTRACTOR of any overpayments made to him, or such damages as the OWNER may sustain by reason of the CONTRACTOR'S failure to perform each and every part of this Contract in strict accordance with its terms; or both.

### **VI. AUTHORITY OF THE ARCHITECT**

6.1 All work shall be performed in a good and workmanlike manner and to the satisfaction of the Architect. The Architect shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the Contract, compensation, mutual rights between contractors under these specifications and suspension of the Work. He shall determine the amount and quality of work performed and materials furnished, and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due him under the Contract.

#### 6.2 OWNER'S REPRESENTATIVES

Where the Contract Documents indicate that determinations, directions or approvals shall be made by the OWNER or "Owner's representatives," this shall mean the OWNER acting directly, or through duly authorized persons acting within the limit of authority delegated to them. Any determination, direction or approval of such authorized representatives shall be subject to review by the OWNER. For purposes of administering the schedule or the payment provisions of this Contract the Architect may act as the Owner's representative for

purposes of approving payments, changes, scheduling, or acceptance of the Work, at the OWNER'S discretion.

### 6.3 INSPECTIONS OF WORK PROGRESS

The Architect shall visit the site at during construction of the Project as necessary as the Owner's Representative to verify that the Work is being performed in compliance with the Contract Documents and shall be given total access to the Project by the CONTRACTOR. Site visits or inspections by the Architect shall in no way relieve the CONTRACTOR of any of its responsibilities or duties pursuant to the Contract Documents. The Architect will neither have control over, nor be responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project.

### 6.4 CONSTRUCTION STAKES

Architect will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.

The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

### 6.5 APPROVAL OF SUBMITTALS

The Architect shall review and approve or take other appropriate action the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents. The Architects review of the submittals shall not relieve the CONTRACTOR of any of its obligations to perform the Work in strict compliance with the Contract Documents. The Architect's review shall not be considered approval of safety precautions, means and methods, techniques, sequences or procedures that are the responsibility of the CONTRACTOR.

## **VII. CLAIMS OR DISPUTES**

### 7.1 CLAIMS AGAINST OWNER AND ACTION THEREON.

No claim against the OWNER under the Contract or for breach of the Contract or additional compensation for extra or disputed work shall be made or asserted against the OWNER under the Contract or in any court action, unless the CONTRACTOR shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claim as required by the Contract.

### 7.2 CLAIM AGAINST OFFICERS, EMPLOYEES OR AGENT OF THE OWNER.

No claim whatsoever shall be made by the CONTRACTOR against any, past, present or future, officer, employee or agent of the OWNER for or on account of, anything done or omitted to be done in connection with this Contract.

## **VIII. MISCELLANEOUS PROVISIONS**

### **8.1 FINANCIAL INTEREST IN ANY CONTRACT BY OWNER'S OFFICERS, EMPLOYEES OR AGENTS**

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

### **8.2 SERVICE OF NOTICES**

The OWNER and the CONTRACTOR shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the CONTRACTOR be a corporation, upon any officer or director thereof.

### **8.3 UNLAWFUL PROVISIONS DEEMED STRICKEN**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

#### 8.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

#### 8.5 ASSIGNMENTS

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the OWNER.

The CONTRACTOR shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the OWNER.

The approval of the OWNER of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the OWNER of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR or surety hereunder from any of the Contract and bond obligations, and the CONTRACTOR shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

#### 8.6 STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the CONTRACTOR in performing the Contract with the OWNER. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies

directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the OWNER are not included in the exemption.

Under “reasons said purchaser is claiming this exemption” in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

#### 8.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Construction Agreement, and that the exclusive venue for any legal proceeding involving this Construction Agreement shall be in Collin County, Texas.

#### 8.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the Architect, or OWNER; any order, measurement, quantity or certificate by the Architect; any order by the OWNER for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the OWNER shall not operate as a waiver of any provisions of the contract or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The OWNER reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The OWNER reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the CONTRACTOR or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the OWNER shall constitute acceptance of work not done in accordance with the Contract Documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

#### 8.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of OWNER, Architect or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve CONTRACTOR from full compliance with the Contract Documents nor render OWNER liable to CONTRACTOR for money damages, extensions of time or increased compensation of any kind.

8.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

8.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

8.12 ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This Construction Agreement, including the Contract Documents and all the documents incorporated therein represents the entire and integrated agreement between the OWNER, Collin County, and the CONTRACTOR, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement may be amended only by written instrument signed by both, the OWNER, Collin County, and the CONTRACTOR.

8.13 INTERPRETATION

Although this Agreement is drafted by the OWNER, Collin County, should any part be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

8.14 EXPENSES FOR ENFORCEMENT

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement upon the year and date indicated beneath their signatures hereto.

**CONTRACTOR:**

---

By: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Secretary

**COLLIN COUNTY, TEXAS:**

By: \_\_\_\_\_  
Michalyn Rains, CPPO, CPPB, Purchasing Agent

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

\_\_\_\_\_  
Collin County Commissioners' Court Order No.

**ATTEST:**

\_\_\_\_\_  
Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_

**ACKNOWLEDGMENTS**

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

**BEFORE ME**, \_\_\_\_\_ on this day personally appeared \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation, known to me (or proved to me on the oath of) \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this the \_\_\_ day of , 2018

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**STATE OF TEXAS** §

**COUNTY OF COLLIN** §

**BEFORE ME**, \_\_\_\_\_ on this day personally appeared \_\_\_\_\_, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me (or proved to me on the oath of) \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN** under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



**006111 PERFORMANCE BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of IFB 2018-169, Construction, Collin County Elections Machine Chargers.

**CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.  
Revised 11/2008

**006113 PAYMENT BOND**

STATE OF TEXAS            §  
COUNTY OF COLLIN       §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of IFB 2018-169, Construction, Collin County Elections Machine Chargers.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SURETY**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

**006119 MAINTENANCE BOND**

STATE OF TEXAS            §  
COUNTY OF COLLIN       §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of IFB 2018-169, Construction, Collin County Elections Machine Chargers.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of \_\_\_\_\_ year(s) from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said CONTRACTOR in construction of same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agree that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_ .

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Note:**     Date of Bond must NOT be prior to date of contract.

**SECTION 22 00 10  
PLUMBING SUBMITTAL PROCESS**

**PART 1 – GENERAL**

**1.1 SUBMITTALS**

- A. Comply with all submittal provisions of Division 1.
- B. Submit electronic copies of the submittal to the prime consultant (i.e. architect) in order to process and track the submittals properly in accordance with Division 1 and 22 submittal requirements. Architects and consultants are to submit all submittals and RFI's to the mechanical engineer electronically. Send to "**mdengca@md-eng.com**". Submittals shall be labeled by their project specification section or CSI specification section if not listed in project specifications.
- C. Contractor is responsible to separate submittals per specification section. Unseparated submittals are subject to rejection without review.
- D. Allow a minimum of ten (10) working days for the review of submittals and each re-submittal.
- E. Submittals that have been reviewed and marked as REJECTED (REJ) or MAKE CORRECTIONS NOTED (MCN) should be resubmitted within 10 days to be reviewed again by engineer.
- F. Compliance with the Contract documents shall be the sole responsibility of the Contractor. Items on equipment that are were not accepted by the Architect in writing as an approved equal shall be replaced or revised to comply with the contract documents at the Contractor's expense.
- G. Resubmission of rejected submittals shall be limited to one (1) in number. Costs for processing subsequent resubmittals in excess of the first resubmittal, resulting from the Contractor's disregard of Architect/Engineer's primary submittal rejection comments, shall be borne by the Contractor. Costs shall be based on Architect/Engineer's hourly rates as published in their current professional fee schedules and shall also include reimbursable costs for delivery, mailing, and photocopies at direct cost plus ten percent (10%).

**1.2 REQUIRED SPECIFICATIONS (Project specific)**

- A. The chart below are the submittals required for the project.
  - 1. Submittals marked with an "**X**" are required for this project.
  - 2. Submittals without an "**X**" are not required for this project.

See required specifications on next page

Required X	Submittal Name	Spec Reference
X	<b>Common Work Results for Plumbing</b> <i>-Shop Drawings</i>	22 05 00
X	<b>Common Motor Requirements for Plumbing</b> <i>-Polyphase motors, Single phase motors</i> <i>-Motor Starters, Shop Drawings, O&amp;M manual</i>	22 05 13
	<b>Expansion Fittings and Loops for Plumbing Piping</b> <i>-All Expansion joints</i>	22 05 16
	<b>Meters and Gauges for Plumbing Piping</b> <i>-Thermometers, Thermowells, Pressure gauges</i> <i>-Gage attachments, Test plugs, Sight flow ind.</i>	22 05 19
	<b>General Duty Valves for Plumbing Piping</b> <i>-Valves, Cocks, Specialties, Trap primers</i> <i>-Trap guards, Flanges</i>	22 05 23
X	<b>Hangers and Supports for Plumbing Piping</b> <i>-Pipe hangers and supports, Inserts, Hanger rods</i> <i>-Sleeves, Trapezes, Concrete supports</i>	22 05 29
	<b>Heat Tracing for Plumbing Piping</b> <i>-Heating cables, Controls, Accessories</i>	22 05 33
	<b>Vibration and Seismic Controls for Plumbing Piping</b> <i>-Isolation material and support units</i>	22 05 48
	<b>Identification for Plumbing Piping and Equipment</b> <i>-Valve tags, Pipe markers, Equipment plates</i>	22 05 53
	<b>Piping Insulation</b> <i>-Pipe insulation, Adhesives, Covers, Thickness</i>	22 07 00
	<b>Facility Water Distribution</b> <i>-Pipe and fittings, Valves, Cocks, Specialties</i> <i>-Trap Guards &amp; Primers, Flanges</i>	22 11 00
	<b>Domestic Water Pumps</b> <i>-In-Line Circulators</i>	22 11 23
	<b>Facility Sanitary Sewerage</b> <i>-Pipe &amp; Fittings</i>	22 13 00
	<b>Sanitary Waste Interceptors</b> <i>-Hair interceptor, Grease/Oil traps</i>	22 13 23

Required X	Submittal Name	Spec Reference
	<b>Sanitary Sewerage Pumps</b> <i>-Sewerage pumps, Grinder pumps,</i>	22 13 29
	<b>Packaged Submersible Sewerage Pumps</b> <i>-Submersible sewerage pumps</i>	22 13 33
	<b>Packaged Wastewater Pump Units</b> <i>-Waste water pumps</i>	22 13 36
	<b>Facility Storm Drainage</b> <i>-Pipe &amp; Fittings</i>	22 14 00
	<b>Sump Pumps</b> <i>-Sump Pumps</i>	22 14 29
	<b>Packaged, Submersible, Drainage Pumps</b> <i>-Submersible drainage pumps</i>	22 14 36
X	<b>General Service Compressed-Air Systems</b> <i>-Air Compressor, Reducing valves, Gages</i> <i>-Piping, Valves</i>	22 15 00
	<b>Water Softeners</b> <i>-Product Data</i>	22 31 11
	<b>Commercial Gas Domestic Water Heater</b> <i>-Gas boilers, Flues, Expansion Tanks</i>	22 34 36
	<b>Commercial Electric Water Heaters</b> <i>-Tankless water heaters</i>	22 34 37
	<b>Plumbing Fixtures</b> <i>-Stops, Escutcheons, Flow control devices</i> <i>-Carriers, Water closets, Urinals, Bathtubs,</i> <i>-Lavatories, Sinks, Showers, Hose bibs</i>	22 40 00
	<b>Commercial Plumbing Fixtures</b> <i>-Fixtures, Trim, drain body, hydrants, valves</i>	22 42 00
	<b>Security Plumbing Fixtures</b> <i>-Fixtures, Trim, drain body, hydrants, valves</i>	22 46 00

**SECTION 22 0500  
COMMON WORK RESULTS FOR PLUMBING**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Work Included: Provide complete plumbing systems where shown on the drawings, as specified herein, and as needed for a complete and proper installation including, but not necessarily limited to the following summary of work:
  - 1. Furnish and install a complete compressed air system as shown on drawings and described herein.
  - 2. Other items and services required to complete the systems.
- B. Any Alternate Proposals are summarized in Division 01 of the Specifications. The Contractor is directed to refer to all Sections of the Specifications and Drawings for this project to determine the exact extent and scope of the various Alternate Proposals as each pertains to the work of all trades.

**1.3 GENERAL REQUIREMENTS**

- A. Unless otherwise specified, materials are to be new and of current U.S. manufacture, free from defects and of the best quality of their respective kinds.
- B. Equipment and/or materials damaged in shipment or handling, or otherwise damaged before installation, shall be replaced with new equipment and/or materials. Damaged equipment and/or materials shall not be repaired at the jobsite.
- C. Furnishing of the proper equipment and/or materials and to see that it is installed as recommended by the manufacturer is entirely the responsibility of the Contractor. If required for proper installation, the Contractor shall obtain advice and supervisory assistance from a representative of the specific manufacturer of the equipment being installed.
- D. Materials and adhesives to conform to Federal Standard Flame-Spread Properties, Inc., with composite fire and smoke hazard ratings, maximum 25 for flame spread and 50 for smoke developed. Adhesives to be waterproof.
- E. The Contractor shall promptly notify the Owner in writing of any conflict between the requirements of the Contract Documents and the manufacturer's directions and shall obtain the Owner instructions before proceeding with the work. Should the Contractor perform any such work that does not comply with the manufacturer's directions or such instructions from the Owner, he shall bear all costs arising in connection with the deficiencies.

- F. Belts, pulleys, chains, gears, couplings, projecting screws, keys or other rotating parts which are located so that a person can come in close proximity thereto shall be fully enclosed properly provided with a guard.

#### 1.4 QUALITY ASSURANCE AND APPLICABLE STANDARDS

- A. Use adequate numbers of skilled workers that are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. The Contractor shall be responsible for fitting his material and apparatus into the building and shall carefully lay out his work at the site to conform to the structural conditions, to avoid all obstructions, to conform to the details of the installation and thereby to provide an integrated satisfactory operating installation. **The contractor must support all pipe, equipment, and all other items furnished and installed under this scope from steel joists or structural steel frames. It is prohibited to support pipe, equipment, and all other items furnished under this scope from the metal deck.**
- C. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- D. Codes: Perform all work in accordance with the latest edition of the following codes:
  - 1. State and city building, fire, plumbing and mechanical codes.
  - 2. International Fire Code
  - 3. International Mechanical Code
  - 4. International Plumbing Code
  - 5. National Electrical Code
  - 6. International Energy Conservation Code
  - 7. National Fire Protection Association (NFPA)
  - 8. American with Disabilities Act (ADA)
  - 9. ICC/ANSI A117.1 Accessible and Useable Buildings and Facilities.
  - 10. All authorities having jurisdiction.
  - 11. Owner code review drawing.
- E. The Contractor shall comply in every respect with all requirements of National Fire Protection Association, local Fire Department regulations and utility company requirements. In no case does this relieve the Contractor of the responsibility of complying with these Specifications and Drawings where specified conditions are of higher quality than the requirements of the above-specified authorities. Where requirements of the Specifications and Drawings are more lenient than the requirements of the above authorities having jurisdiction, the Contractor shall make installations in compliance with the requirements of the above authorities with no extra compensation.
- F. Where conflicts occur between drawings, specifications or code requirements, the most stringent requirement shall take precedence.
- G. Standards: The specifications and standards of the following organizations are by reference made a part of these specifications. All work, unless otherwise indicated, shall comply with the requirements and recommendations wherever applicable:
  - 1. American National Standards Institute (ANSI).
  - 2. Air Conditioning and Refrigeration Institute (ARI).
  - 3. American Gas Association (AGA).
  - 4. American Society for Testing and Materials (ASTM).

5. American Society of Mechanical Engineers (ASME).
  6. American Society of Refrigeration, Heating and Air Conditioning Engineers (ASHRAE).
  7. Electrical Testing Laboratories (ETL).
  8. National Bureau of Standards (NBS).
  9. National Electrical Manufacturer's Association (NEMA).
  10. National Fire Protection Association (NFPA).
  11. Sheet Metal and Air Conditioning National Association (SMACNA).
  12. Underwriters Laboratories, Inc. (UL).
- H. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
  2. ASME Boiler and Pressure Vessel Code: Section IX.

## 1.5 REQUIREMENTS OF REGULATORY AGENCIES

- A. The requirements and recommendations of the latest edition of the Occupational Safety and Health Administration (OSHA) Act are by reference made a part of these specifications. All work shall comply with the requirements and recommendations wherever applicable.

## 1.6 SUBMITTALS

- A. Comply with all submittal provisions of Division 1.
- B. Submit electronic copies of the submittal to the prime consultant (i.e. Owner) in order to process and track the submittals properly in accordance with Division 1 and 22 submittal requirements. Submittals shall be labeled by their project specification section or CSI specification section if not listed in project specifications
- C. Product Data: Submit the following:
1. Materials list of items proposed to be provided under Division 22.
  2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements. The term "Compliance" is understood to mean that the Contractor certifies that the submitted equipment will meet or exceed the contract document requirements. Items that do not clearly meet this definition should be identified and explained as required in the following paragraph.
  3. Identify the difference between the specified item or function and the proposed. Explain with enough detail so that the Engineer/Owner can easily determine that the item complies with the functional intent. List any disadvantages or advantages of the proposed item versus the specified item. Submit technical data sheets and/or pictures and diagrams to support and clarify. Organize in a clear and concise format. All substitutions shall be approved in writing by Owner. The Owner's decision shall be final.
  4. Allow a minimum of ten (10) working days for the review of submittals and each re-submittal.
  5. Submittals that have been reviewed and marked as REJECTED (REJ) or MAKE CORRECTIONS NOTED (MCN) should be resubmitted within 10 days to be reviewed again by engineer.
  6. Compliance with the Contract documents shall be the sole responsibility of the Contractor. Items on equipment that are were not accepted by the Owner in writing as an approved equal shall be replaced or revised to comply with the contract documents at the Contractor's expense.
  7. Manufacturer's recommended installation procedures which, when reviewed by

the Owner, shall become the basis for accepting or rejecting actual installation procedures used on the work.

8. Sign the submittal as an indication of compliance with the contract documents. Any deviations from the contract documents shall be indicated on the submittal prior to signing. Any deviations not indicated shall be cause for rejection and removal of the non-complying equipment at the Contractor's expense.

D. Submittals required of materials and equipment under this section include the following:

1. Piping and Accessories Materials:
  1. **Clearly marked up** manufacturer's data showing compliance with the specifications for: **(Include model numbers and highlight or circle products)**
    - 1) Piping material proposed for each system.
    - 2) Valves, cocks, and specialties.
    - 3) Flexible connectors for piping.
    - 4) Flanges.
    - 5) Pumps and circulators
    - 6) Compressors.
  2. 1/8" scale (minimum) compressed air piping shop drawings showing coordinated piping routing and arrangements with all equipment, accessories and system expansion and contraction compensation methods.
2. Vibration Isolation and Sound Control Materials:
  1. **Submit shop drawings** showing the structural design and details of inertia bases, steel beam bases, and other custom-fabricated work not covered by manufacturer's submitted data.
  2. Furnish layouts of templates to be furnished to fabricators of equipment bases, foundations, and other support systems, as needed for coordination of vibration isolation units with other work.
  3. Submit shop drawings indicating the scope of vibration isolation work, locations of units and flexible connections. Include support isolation points for piping, motor driven equipment, inertia bases, etc.
  4. Include schedule of isolation units, showing size or manufacturer's part number, the weight supported and resulting deflection of each unit.
  5. For spring isolation units, show wire size, spring diameter, free height, solid-compression height, operating height, fatigue characteristics and ratio of horizontal to vertical stiffness.
  6. For spring-and-pad type isolation units, show the basis of spring rate selection for the range of loading weights.
3. Mechanical Identification Materials:
  1. **Clearly marked-up** product literature or samples showing compliance with specified materials for: **(Include model numbers and highlight or circle products)**
    - 1) Valve tagging.
    - 2) Pipe marking.
    - 3) Equipment marking.
4. Plumbing Materials:
  1. **Clearly marked-up** manufacturer's data showing compliance with the specifications on: **(Include model numbers and highlight or circle products)**
    - 1) Air Compressor Equipment.
5. Record Documents: Reference the requirements detailed in this section.
6. **Operation and Maintenance Data: Reference the requirements detailed in this section.**

E. **Resubmission of rejected submittals shall be limited to one (1) in number. Costs for**

**processing subsequent resubmittals in excess of the first resubmittal, resulting from the Contractor's disregard of Owner/Engineer's primary submittal rejection comments, shall be borne by the Contractor. Costs shall be based on Owner/Engineer's hourly rates as published in their current professional fee schedules and shall also include reimbursable costs for delivery, mailing, and photocopies at direct cost plus ten percent (10%).**

## 1.7 SUBSTITUTIONS

- A. The use of manufacturers' names and catalog numbers followed by the phrase "or equal" is generally used to establish a standard of quality and utility for the specified items and to provide a dimensional reference for construction documents that are drawn to scale.
- B. Submittals for "equal" items shall, where applicable, include the following data that are not necessarily required for specified items:
  - 1. Performance characteristics.
  - 2. Materials.
  - 3. Finish.
  - 4. Certification of conformance with specified codes and standards.
  - 5. Manufacturer's specifications and other data needed to prove compliance with the specified requirements. The term "Compliance" is understood to mean that the Contractor certifies that the submitted equipment will meet or exceed the contract document requirements. Items that do not clearly meet this definition should be identified and explained as required in Paragraph 6 below.
  - 6. Identify the difference between the specified item or function and the proposed. Explain with enough detail so that the Owner/ Engineer/Owner can easily determine that the item complies with the functional intent. List any disadvantages or advantages of the proposed item versus the specified item. Submit technical data sheets and/or pictures and diagrams to support and clarify. Include shop drawings for all piping and ductwork equipment per Paragraph 1.5 Submittals. Organize in a clear and concise format.
- C. Submittals of "equal" components or systems may be rejected if:
  - 1. The material or equipment would necessitate the alteration of any portion of the mechanical, electrical, Ownerural or structural design.
  - 2. Dimensions vary from the specified material or equipment in such a manner that accessibility or clearances are impaired or the work of other trades is adversely affected.
- D. Proposed substitutions for materials or equipment must be submitted seven (7) days prior to final bid date for consideration as approved equals. Otherwise, such substitutions will not be permitted. Proposals for substitutions shall be made only by the prime bidders. Manufacturers, distributors, and sub-contractors shall not make proposals to the Owner for substitutions.
- E. All equipment installed on this project shall have local representation, local factory authorized service, and a local stock of repair parts
- F. No substitution shall be made unless authorized in writing by the Owner. Should a substitution be accepted, and should the substitute material prove defective or otherwise unsatisfactory for the service intended, and within the guarantee period, the Contractor shall replace this material or equipment with material or equipment specified, at his own expense, and to the satisfaction of the Owner.

- G. Contractors submitting bids on substitute materials and equipment must also provide a written performance guarantee certifying that the substitute materials and equipment will produce the specified effects and meet the approval of the Owner.

#### 1.8 ORDINANCES, PERMITS, METERS, UTILITIES AND ROYALTIES

- A. Procure all permits and licenses necessary for completion of this project and pay all lawful fees required and necessary pursuant in obtaining said permits and licenses. All required certificates of approvals and inspections by local governing and regulating authorities shall be obtained and paid for by the Contractor.
- B. Pay all fees required for the connection of water, and sewer to utility mains, and any meter fees if required.
- C. Pay any royalty payments required or fees for the use of patented equipment or systems. Defend all law suits or claims for infringement of any patent rights and shall hold the Owner and/or Owner/Engineer harmless from loss as a result of said suits or claims.

#### 1.9 COMPATIBILITY OF EQUIPMENT

- A. Assume full responsibility for satisfactory operation of all component parts of the plumbing systems to assure compatibility of all equipment and performance of the integrated systems in accordance with the requirements of the specifications. Should the Contractor consider any part of the specifications or drawings as rendering his acceptance of such responsibility impossible, prohibitive, or restrictive, he shall notify the Engineer before submitting his bid, and the bid shall be accompanied by a written statement of any objections or exceptions to the specifications and drawings.
- B. The size of plumbing equipment indicated on the Drawings is based on the dimensions of a particular manufacturer. While other manufacturers may be acceptable, it is the responsibility of the Contractor to determine if the equipment he proposes to furnish will fit in the space. Fabrication Drawings shall be prepared when required by the Owner/Engineer or Owner to indicate a suitable arrangement.
- C. All equipment shall be installed in a manner to permit access to all surfaces. All valves, motors, drives, filters, and other accessory items shall be installed in a position to allow removal for service without disassembly of another part.

#### 1.10 CONSTRUCTION REQUIREMENTS

- A. The drawings show the arrangements of work. Should project conditions necessitate rearrangement, or if the materials or equipment can be installed to a better advantage in a different manner, the Contractor shall, before proceeding with the work, prepare and submit five copies of Drawings of the proposed arrangement for the Owner's review. Allow a minimum of ten (10) working days for review.
- B. Should the Contractor propose to install equipment requiring space conditions other than those shown, or rearrange the equipment, he shall assume responsibility for the rearrangement of the space and shall have the Owner review the change before proceeding with the work. The request for such changes shall be accompanied by shop drawings of the space in question. Identify monetary credits proposed or other benefits of the change. Allow a minimum of ten (10) working days for review.

- C. The Contractor shall be responsible for the proper location and size of all slots, holes or openings in the building structure pertaining to his work and for the correct location of pipe sleeves.

#### 1.11 CONNECTIONS FOR OTHERS

- A. The Plumbing Contractor shall rough in for and make all connections to all fixtures, equipment, machinery, etc., provided by others in accordance with detailed roughing-in Drawings provided by the equipment suppliers, by actual measurements of the equipment connections, or as detailed.
- B. After the equipment is set in place, this Contractor shall make all final connections and shall provide all required pipe, fittings, valves, traps, etc.
- C. Provide all air gap fittings required, using materials hereinbefore specified. In each service line connected to an item of equipment or piece of machinery, provide a shutoff valve. On each drain not provided with a trap, provide a suitable trap.

#### 1.12 PROJECT RECORD DOCUMENTS

- A. Provide the record documents associated with the work of Division 22 in strict accordance with the provisions of these specifications.
- B. Throughout progress of the Division 22 Work, maintain an accurate record of changes in the Contract Documents that apply to work of Division 22. Changes shall include all addendums issued during bidding. Maintain an accurate record of the location of mechanical service lines and outlets and all outside utilities.
- C. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Owner.
- D. Accuracy of Records
  1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of drawings and other documents where such entry is required to show the change properly. Match the symbology and format of the base documents.
  2. Accuracy of records shall be such that a future verification of items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
- E. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the work and transfer of all recorded data to the final Project Record Documents.
- F. Making Entries on Drawings
  1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
  2. Date all entries.
  3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
  4. In the event of overlapping changes, use different colors for the overlapping changes.
  5. Make entries within 24 hours after receipt of information that the change has

- occurred.
6. Maintain the base drawing format and use the same symbology.
  7. Convert field mark-ups to finished CADD record drawings when required in this section.

G. Conversion of Schematic Layouts

1. **In some cases on the drawings, arrangements of ductwork and piping and similar items are shown schematically and are not intended to portray precise physical layout. Determine final physical arrangement subject to the Owner's approval. However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the drawings.**
2. Show on the job set of record drawings, by dimension accurate to within one inch, the centerline of each run of items such as all sleeves and piping, etc., below grade, in walls, or in the concrete slab. A surface mounted device indicates the exact location:
  1. Clearly identify the item by accurate note such as "Sanitary Sewer" and the like.
  2. Show, by symbol or note, the vertical location of the item "under slab," "in ceiling plenum," "exposed," and the like.
  3. Make all identification sufficiently descriptive that it may be related reliably to the specifications.

H. Final Project Record Documents

1. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
2. Provide CAD electronic files in .dwg format using AutoCAD software. Upon written request, completion of a release form, and payment of the Engineer's standard fee of \$200 plus applicable sales tax for a set-up charge and \$50 per drawing plus applicable sales tax for copies of such files, Engineer will provide AutoCAD electronic files of base Contract Drawings in dwg format on compact discs. Engineer will also provide a list of drawing layers and names that shall be maintained.
3. Provide completed record drawings on CD-R and one full size hard copy of each drawing.
4. Refer to Division 1 for additional requirements.

1.13 OPERATION AND MAINTENANCE DATA

- A. Submit two copies of a preliminary draft of the proposed manual or manuals to the Owner for review and comments. Allow a minimum of ten (10) working days for review.
- B. Submit specified number copies of the approved manual to the Owner prior to indoctrination of operation and maintenance personnel.
- C. Prepare in accordance with the following standards:

Format:            Size: 8½" x 11"

Paper: White bond, at least 20 lb. weight

Text: Neatly written or printed

Drawings: 11" in height preferable; bind in with text; foldout acceptable;

larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.

Flysheets: Separate each section of the Manual with neatly prepared flysheets briefly describing contents of the ensuing section; flysheets may be in color.

Binding: Use heavy-duty plastic or fiber-board covers with binding mechanism concealed inside the manual; 3-ring binders will be acceptable; all binding is subject to the Owner's approval.

Measurements: Provide all measurements in U.S. standard units such as feet-and-inches, lbs, and cfm. Where items may be expected to be measured within ten years in accordance with metric formulae, provide additional measurements in the "International System of Units" (SI).

D. Provide front and back covers for each manual, using durable material approved by the Owner, and clearly identified on or through the cover with at least the following information:

(SEE NEXT PAGE)

OPERATING AND MAINTENANCE MANUAL (Required Layout)

- Title Page
  - Job Name
  - Site Address
  - Include Contact information of prime contractor.
- Table of contents
- Warranty Information.
  - Include all contractor warranties
    - Signed and dated documents
- Permits-Inspections
- Subcontractor list
  - Include all subcontractors.
    - Company name, Contact info.
    - Trade Responsibility.
- Vendor list
  - Include name and addresses of vendors
    - Warranty information
    - Replaceable parts
- Approved submittals
  - Include all approved product submittals
- Reports/Certificates/Redlines
  - Engineers Observation Reports
  - Engineer/Manufacturer Start-up Report
  - Contractor Start-up Report
  - As-builts
  - RPZ Certifications
  - Owners Training Reort
- O&M Manuals
- Equipment Information.
  - Include Model, Serial and location.
- Signed Approval
  - Page for approval signature of the engineer and approval date.

- E. Contents: Include at least the following:
4. Neatly typewritten index near the front of the manual, giving immediate information as to location within the manual of all emergency information regarding the installation.
  5. Complete instructions regarding operation and maintenance of all equipment provided including lubrication, disassembly, and reassembly.
  6. Complete nomenclature of all parts of all equipment.
  7. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
  8. Copy of all guarantees and warranties issued.
  9. Manufacturer's bulletins, drawings, and descriptive data, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
  10. Such other data as required in other sections of these specifications.

#### 1.14 WARRANTY

- A. Contractor shall warranty all equipment and workmanship for a period of at least one year after date of substantial completion and replace or repair any faulty equipment or installation at no cost to the Owner for such service during this period, all in accordance with requirements of Division 1.
- B. This warranty shall not void specific warranties issued by manufacturers for greater periods of time. Nor shall it void any rights guaranteed to the Owner by law.
- C. Warranties shall be in writing in a form satisfactory to the Owner, and shall be delivered to the Owner before final payment is made.
- D. Upon completion of the work of Division 22, thoroughly clean all exposed portions of the mechanical installation, removing all traces of soil, labels, grease, oil and other foreign material and using only the type cleaner recommended by the manufacturer of the item being cleaned.

## PART 2 - PRODUCTS

### 2.1 NONE

## PART 3 - EXECUTION

### 3.1 TESTING AND INSPECTION

- A. Provide personnel and equipment, make required tests, and secure required approvals from the Owner and governmental agencies having jurisdiction.
- B. Make written notice to the Owner adequately in advance of each of the following stages of construction:
  1. When all rough-in is complete, but not covered.
  2. As specified in all Division 22 sections.
  3. At the completion of the work of Division 22.
- C. When material or workmanship is found to not comply with the specified requirements, remove the noncomplying items from the job site and replace them with items complying with the specified requirements at no additional cost to the Owner. This shall be performed within 3 days after receipt of written notice of noncompliance.

### 3.2 INSTALLATION METHODS

- A. Piping suspended from the structure shall be adequately and properly supported on hanger rods or clamps as specified in Section 22 0529 "Hangers and Supports for Plumbing Piping and Equipment". Perforated strap hangers will not be permitted. **The contractor must support all pipe, equipment, and all other items furnished and installed under this scope from steel joists or structural steel frames. It is prohibited to support pipe, equipment, and all other items furnished under this scope from the metal deck.**
- B. Cut pipe accurately to measurements established at the building and install into position without springing or forcing. All open ends of pipes shall be capped or otherwise closed until the systems are closed with final connections.
- C. Piping systems shall be made up straight and true and run at proper grades to permit proper flow of the contained material. Piping shall be graded for proper drainage.

- D. Piping shall follow as closely as possible the routes shown on plans, which take into consideration conditions to be met at the site and in the building. Should any unforeseen conditions arise, lines shall be changed or rerouted as required after approval from the Owner.
- E. All piping shall be installed with due regard to expansion and contraction and so as to prevent excessive strain and stress in the piping and in connections to equipment.
- F. All piping shall be clean when it is installed; rust and/or dirt shall be removed.
- G. Screw joints shall be made with taper threads, properly cut. Threads shall be cut using graphite and oil applied to the pipe only. When threads are cut on pipes, the ends shall be carefully reamed to remove any burrs. Pipe shall be up-ended and hammered to remove all shavings and foreign material, before installing.
- H. Requirements for assembling joints in cast iron and copper lines are set forth elsewhere in these specifications. For any special materials, consult the manufacturers for the recommended procedures in assembling the joints.
- I. Properly cap or plug all open ends of pipes and equipment to keep dirt and other foreign materials out of the system.
- J. Arrangement:
  - 1. All piping shall be run parallel to building lines and shall be arranged so as not to interfere with removal of other equipment or devices nor to block access to doors, windows, manholes or other access openings.
  - 2. Piping shall be placed and installed so that there will be no interference with the installation of the equipment, ducts, etc.
  - 3. All piping shall be installed to ensure noiseless circulation.
  - 4. All valves and specialties shall be placed to permit easy operation and access.
  - 5. All piping shall be erected and pitched to ensure proper draining.
  - 6. Piping shall be installed so as to avoid liquid or air pockets throughout the piping system.
  - 7. Eccentric reducers with flat side up shall be used wherever changes in pipe size would cause an air trap.
  - 8. Expansion and contraction of piping shall be provided by expansion loops, bends or expansion joints to prevent injury to connections, piping, equipment or the building.
- K. Connections for Removal:
  - 1. Install flanged connections, Victaulic couplings, or at all connections to equipment, where shown on the drawings and where required to facilitate convenient removal of equipment. Piping connections to equipment shall include valves to allow isolating equipment for easy removal.
- L. Sleeves
  - 1. Provide sleeves around all pipes passing through walls, floors, ceiling, partitions, structural members or other building parts. Sleeves shall be per Section 22 0548, "Vibration and Seismic Controls for Plumbing Piping and Equipment".
- M. For additional installation requirements, refer to individual sections in Division 22.

### 3.3 CUTTING AND PATCHING

- A. Perform cutting and patching associated with the work in strict accordance with the

provisions of Division 1 of these Specifications and the following:

1. Coordinate work to minimize cutting and patching work. Cut and patch walls, floors, etc., resulting from work in existing construction or by failure to provide proper openings or recesses in new construction. If cutting and patching is required, it shall be performed by trades specializing in that type work.
2. Perform Owner-approved cutting and demolition by methods which will prevent damage to other portions of the work and provide proper surfaces to receive installation of new work and/or repair.
  - a. Openings cut through concrete and masonry shall be made with masonry saws and/or core drills and at such locations acceptable to the Owner. Impact-type equipment will not be used except where specifically acceptable to the Owner.
  - b. Openings in precast concrete slabs or walls for pipes, etc., shall be core drilled to exact size. Oversize the hole to allow for link seals, and to deter pipe corrosion condensation from forming.
  - c. Where openings are cut through masonry walls, provide and install lintels or other structural supports to protect the remaining masonry. Adequate supports shall be provided during the cutting operation to prevent any damage to the masonry occasioned by the operation. All structural members, supports, etc., shall be of the proper size and shape, and shall be installed in a manner acceptable to the Owner.
  - d. Openings cut through plaster or drywall shall be cut prior to plaster finish coat or texture coat on drywall. Cutting of the finish coat of plaster or texture coat of drywall will not be permitted unless written approval of the Owner is obtained.
  - e. Openings shall be restored and/or repaired as required to replace the cut surface to an "as-new" and/or "as original" condition. Refer to the appropriate section of the specifications for the material involved.
3. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.
4. Provide all core drilling of holes. Where sleeves and/or blockouts are required, they shall be cut or provided at locations required. On completion of this work or as work progresses, make all repairs and do all patching required as a result of work under this Contract. All patching shall be performed in a manner that will restore the surrounding work to its original condition to the satisfaction of the Owner.
5. Assume responsibility for the proper size of all sleeves and/or blockouts in the building structure pertaining to the work and for providing the correct location of pipe sleeves and/or blockouts.
6. No cutting, boring or excavating which will weaken the structure will be permitted.

### 3.4 DEMOLITION AND RELOCATION

- A. The Contractor shall modify, remove, and/or relocate all materials and items so indicated on the Drawings or required by the installation of new facilities. All removals and/or dismantling shall be conducted in a manner as to produce maximum salvage. Salvage materials shall remain the property of the Owner, and shall be delivered to such destination or otherwise disposed of as directed by the Owner. Materials and/or items scheduled for relocation and which are damaged during dismantling or reassembly operations shall be repaired and restored to good operative condition. The Contractor may, at his discretion, and upon the approval of the Owner, substitute new materials and/or items of like design and quality in lieu of materials and/or items to be relocated.
- B. All items which are to be relocated shall be carefully removed in reverse to original assembly or placement and protected until relocated. The Contractor shall clean and repair and provide all new materials, fittings, and appurtenances required to complete the relocations and to

restore to good operative order. All relocations shall be performed by workmen skilled in the work and in accordance with standard practice of the trades involved.

- C. When items scheduled for relocation and/or reuse are found to be in damaged condition before work has been started on dismantling, the Contractor shall call the attention of the Owner to such items and receive further instructions before removal. Items damaged in repositioning operations are the Contractor's responsibility and shall be repaired or replaced by the Contractor as approved by the Owner, at no additional cost to the Owner.
- D. Service lines and wiring to items to be removed, salvaged, or relocated shall be removed to points indicated on the Drawings, specified, or acceptable to the Owner. Service lines and wiring not scheduled for reuse shall be removed to the points at which reuse is to be continued or service is to remain. Such services shall be sealed, capped, or otherwise tied-off or disconnected in a safe manner acceptable to the Owner. All disconnections or connections into the existing facilities shall be done in such a manner as to result in minimum interruption of services to adjacent occupied areas. Services to existing areas or facilities which must remain in operation during the construction period shall not be interrupted without prior specific approval of the Owner as hereinbefore specified.

### 3.5 JOBSITE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Include required work to correct conditions detrimental to the timely and proper completion of all Division 22 Work. Do not proceed until unsatisfactory conditions are corrected.
- B. The Contractor shall at all times take such precautions as may be necessary to properly protect all materials and equipment from damage from the time of delivery until the completion of the work. This shall include the erection of all required temporary shelters and supports to adequately protect any items stored in the open on the site from the weather, the ground and surrounding work; the cribbing of any items above the floor of the construction; and the covering of items in the incomplete building with tarpaulins or other protective covering; the installation of electric heaters in electrical switchgear and similar equipment to prevent moisture damage. Failure on the part of the Contractor to comply with the above will be sufficient cause for the rejection of the items in question.
- C. Take particular care not to damage the building structure in performing work. All finished floors, step treads, and finished surfaces shall be covered to prevent any damage by workmen or their tools and equipment during the construction of the building.
- D. Equipment and materials shall be protected from rust both before and after installation. Any equipment or materials found in a rusty condition at the time of final inspection must be cleaned of rust and repainted as specified elsewhere in these Specifications.

### 3.6 STORAGE AND PROTECTION

- A. Contractor shall provide the required protection of equipment and materials from the time of delivery until the completion of the Work. Protect from damage, rust, rain, humidity and dust.
- B. Do not receive equipment or materials on the jobsite until adequate space has been provided for storage.
- C. Provide adequate supports for protection from the ground and erect required shelters for items stored in the open.

- D. Items stored within the building are to be adequately protected and covered with tarpaulins or other protective covering.
- E. Protect the building at all times during construction from damage by workmen, their tools and/or equipment. Protect floors, steps, wall, ceilings, doors, windows and other finish surfaces.
- F. Equipment and materials found in a rusty condition at completion of the work will be thoroughly cleaned of rust and refinished as required to its original condition.

3.7 PREPARATION AND COORDINATION

- A. Perform coordination work in strict accordance with provisions of these specifications and the following:
  - 1. Coordinate as necessary with other trades to assure proper and adequate interface with all work.
  - 2. Where pipes or other fire suppression items are shown in conflict with locations of structural members and other equipment, include labor and materials required for extensions, offsets and supports to clear the encroachment.
  - 3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation of the fire suppression system.
  - 4. Coordinate accepted equipment changes from those scheduled or specified with other trades affected. Additional compensation to other trades for equipment changes is the responsibility of the Contractor making the change.
- B. The Mechanical, Electrical, and associated Drawings are necessarily diagrammatic by their nature, and are not intended to show every connection in detail or every pipe or conduit in its exact location. These details are subject to the requirements of standards referenced elsewhere in these specifications, and structural and Ownerural conditions. The Contractor shall carefully investigate structural and finish conditions and shall coordinate the separate trades in order to avoid interference between the various phases of work. Work shall be organized and laid out so that it will be concealed in furred chases and suspended ceilings, etc., in finished portions of the building, unless specifically noted to be exposed. All exposed work shall be installed parallel or perpendicular to the lines of the building unless otherwise noted.
- C. When the mechanical and electrical Drawings do not give exact details as to the elevation of pipe, conduit and ducts, the Contractor shall physically arrange the systems to fit in the space available at the elevations intended with proper grades for the functioning of the system involved. Piping, exposed conduit and the duct systems are generally intended to be installed true and square to the building construction, and located as high as possible against the structure in a neat and workmanlike manner. The Drawings do not show all required offsets, control lines, pilot lines and other location details. Work shall be concealed in all finished areas.
- D. The general installation precedence of materials shall be as follows. Note that if an interference is encountered, this shall guide the contractor in the determination of which trade shall be given the "Right-of-Way".

Building lines  
 Structural Members  
 Soil and Drain Piping  
 Condensate Drains

Vent Piping  
Supply, Return, and Outside Air Ductwork  
Exhaust Ductwork  
Fire Protection Piping  
Gas Piping  
Domestic Water (Cold and Hot)  
Electrical Conduit

- E. Where items such as diffusers, thermostats, switches, and control panels are not specifically located on the Drawings, locate as determined in the field by the Owner. Where such items are installed without such specific direction, relocate as directed by the Owner and at no additional cost to the Owner.
- F. Verify all dimensions and distances. No additional compensation will be allowed because of differences between work shown on the Drawings and actual dimensions and distances at the jobsite.

### 3.8 CLEANING AND FLUSHING

- A. Remove all labels, dirt, paint, grease, and stains from all piping and accessories installed under this Contract.
- A. A temporary flushing connection shall be arranged for each section of piping. Water required for flushing shall be furnished by the Contractor. All temporary cross connections for flushing and drainage connections shall be furnished, installed and subsequently removed by the Contractor.
- B. In filling the systems, be sure to vent in such a manner that the control valves cannot backfill, thus causing foreign matter to be introduced into the valve body.

### 3.9 PAINTING

- A. All equipment shall be delivered to the job with suitable factory finish. Should the finish be damaged in transit or during the installation, it shall be finished to match appearance of original finish. All work shall be subject to approval by Owner.
- B. All equipment, piping, conduit, insulation, etc., furnished and installed in exposed areas under Divisions 22 of these Specifications and as hereinafter specified shall be cleaned, prepared, and painted according to the following specification. In the event of a conflict between the specifications referenced, the provisions of this specification shall prevail only for Division 22 work.
- C. Before painting, materials and equipment surfaces shall be thoroughly cleaned of cement, plaster, and other foreign materials, and all oil and grease spots shall be removed. Such surfaces shall be carefully wiped and all cracks and corners scraped out. Exposed metal work shall be carefully brushed down with the steel brushes to remove rust and other spots and left smooth and clean.

**END OF SECTION**

**SECTION 22 05 13  
COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

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

**1.3 COORDINATION**

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

**1.4 SUBMITTALS**

- A. **Provide submittals as required in section 22 00 10, "Submittal Process."**

**PART 2 - PRODUCTS**

**2.1 GENERAL MOTOR REQUIREMENTS**

- A. Comply with requirements in this Section except when stricter requirements are specified in plumbing equipment schedules or Sections.
- B. Comply with NEMA MG 1 unless otherwise indicated.
- C. Provide a shaft grounding ring for motors used in direct-driven VFD motor applications.

**2.2 MOTOR CHARACTERISTICS**

- A. Duty: Continuous duty at ambient temperature of 40 deg C and at altitude of 3600 feet above sea level.
- B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

**2.3 POLYPHASE MOTORS**

- A. Description: NEMA MG 1, Design B, medium induction motor.
- B. Efficiency: Energy efficient, as defined in NEMA MG 1.

- C. Service Factor: 1.15.
- D. Multispeed Motors: Variable torque.
  1. For motors with 2:1 speed ratio, consequent pole, single winding.
  2. For motors with other than 2:1 speed ratio, separate winding for each speed.
- E. Rotor: Random-wound, squirrel cage.
- F. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
- G. Temperature Rise: Match insulation rating.
- H. Insulation: Class F.
- I. Code Letter Designation:
  1. Motors 15 HP and Larger: NEMA starting Code F or Code G.
  2. Motors Smaller than 15 HP: Manufacturer's standard starting characteristic.
- J. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.

#### 2.4 POLYPHASE MOTORS WITH ADDITIONAL REQUIREMENTS

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

#### 2.5 SINGLE-PHASE MOTORS

- A. Motors larger than 1/20 hp shall be one of the following, to suit starting torque and requirements of specific motor application:
  1. Permanent-split capacitor.
  2. Split phase.
  3. Capacitor start, inductor run.
  4. Capacitor start, capacitor run.
- B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.
- C. Bearings: Pre-lubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- D. Motors 1/20 HP and Smaller: Shaded-pole type.
- E. Thermal Protection: Internal protection to automatically open power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal-protection device shall automatically reset when motor temperature returns to normal range.

#### 2.6 MOTOR STARTERS

- A. Provide motor starters as manufactured by one of the following:
  1. General Electric Company.

2. Siemens Energy and Automation.
  3. Square D Schneider Electric.
  4. Cutler Hammer.
- B. General:
1. Starters furnished as integral parts of factory-assembled, pre-wired equipment shall conform to the requirements of this Section.
  2. All controllers shall be provided with a heavy-duty type push-button station, rated for 10 amperes continuous load at 600 volt or less.
  3. Enclosures shall be general purpose NEMA Type 1, except that pushbutton stations installed outside the building or otherwise exposed to the weather shall be NEMA Type 3R, dust and weather tight. NEMA Type 4 enclosures shall be provided for surface mounting, except as otherwise indicated.
  4. Pushbutton stations for non-interlocking contactors shall be momentary contact type with start button, stop button, and red indicator light. Where required for delayed "seal-in" or where otherwise noted.
- C. Manual Motor Starters
1. Provide single-phase, horsepower rated manual motor starters, of sizes and ratings indicated. Equip with manually operated quick-make, quick-break toggle mechanisms; and with one-piece melting alloy type thermal units. Starter to become inoperative when thermal unit is removed. Provide starters with double break, silver alloy contacts, visible from both sides of starter, green pilot lights, and switch capable of being padlocked "OFF".
  2. Provide surface mounted starters in NEMA Type 1 or Type 3 enclosure as required.
- D. Magnetic Motor Starters
1. Provide fused disconnect switches complete with time delay fuses.
  2. Provide contactors with three overload relays.
  3. 120 volt holding coil.
  4. Provide pilot light in cover, green type.
  5. Provide reset button, and Hand-Off-Automatic switch behind lockable cover, field convertible to Off/Auto or Start/Stop pushbutton.
  6. Provide two sets of normally open auxiliary contacts in addition to standard auxiliary holding contacts supplied with each contactor.
  7. Provide surface mounted starters in NEMA Type 1 or Type 3 enclosure as required.
- E. Combinations Motor Starters
1. Provide fused, 3-pole, load break disconnect switches with RK-1 fuses, rotary operating handle, and lock-off facility.
  2. Restrict opening of switch enclosure by the use of a defeater screw, unless switch is in the OFF position.
  3. Provide contactors with three overload relays.
  4. 120 volt holding coil.
  5. Provide pilot light in cover, green.
  6. Provide reset button, and Hand-Off-Automatic switch behind lockable cover, field convertible to Off/Auto or Start/Stop pushbutton.
  7. Provide two sets of normally open auxiliary contacts in addition to standard auxiliary holding contacts supplied with each contactor.
  8. Provide control transformer of sufficient capacity to handle operating coil and associated controls.

## PART 3 - EXECUTION

### 3.1 MOTOR STARTERS

- A. Install motor starters as indicated, in accordance with Division 16 and equipment manufacturer's written instructions, and with recognized industry practices complying with applicable requirements of NEC, UL, and NEMA standards.
- B. In finished areas, mount motor protection switches flush and install suitable cover plates.
- C. Install heaters correlated with full load current of motors provided.
- D. Set overload devices to suit motors provided.
- E. Install fuses in fusible disconnect switches.

**END OF SECTION**

**SECTION 22 05 29**  
**HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of all necessary identification items as indicated on the drawings and as specified.
- B. Work included:
  - 1. Pipe hangers and supports.
- C. **Submittals: Provide submittals as required in Section 22 00 10 "Submittal Process".**

**1.3 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.

**PART 2 - PRODUCTS**

**2.1 PIPE HANGERS AND SUPPORTS**

- A. Supports, hangers, anchors, guides and supplementary steel shall be provided for horizontal and vertical piping and shall meet or exceed the ASA Code for Pressure Piping.
- B. Rod sizes noted are minimum sizes. The structural integrity of the supports is the responsibility of the Contractor.
- C. Supports for Vertical and Horizontal Piping:
  - 1. Provide securely anchored supports for pipes serving plumbing fixtures and equipment.
  - 2. Supports shall be steel plate, angles or unistruts mounted vertically or horizontally with unistrut clamps P2426, P2008 or P1109.

**2.2 HANGER RODS**

- A. Provide steel hanger rods, threaded both ends, threaded one end or continuous threaded.
- B. Size hanger rods as follows:

<u>Pipe Size</u>	<u>Rod Diameter</u>
4" & Smaller	3/8"

2.3 TRAPEZES

- A. Trapezes of Kindorf, Elcen or approved equal may be provided where multiple lines run horizontally at the same elevation.

2.4 CONCRETE SUPPORTS FOR EQUIPMENT

- A. Provide concrete pad foundations for the support of equipment.
- B. Unless otherwise noted, concrete pads shall be constructed of not less than 3,000 lb. concrete and not less than 3" high and shall extend on all sides a minimum of 6 inches beyond the limits of the mounted equipment. Pads shall be poured in forms built of new-dressed lumber. All corners of the foundations shall be neatly chamfered 3/4" wide by means of sheet metal or triangular wood strips nailed to the form. Reinforce with No. 4 rebar 6" on center.
- C. Foundation bolts, 3/4" round-hooked, shall be placed in the forms when the concrete is poured, the bolts being correctly located by means of templates. Each bolt shall be set in a sleeve of size to provide 1/2" clearance around bolt. Allow 1" below the equipment bases for alignment and grouting. After grouting, the forms shall be removed and the surface of the foundations shall be hand rubbed with carborundum.
- D. Submit shop drawings of concrete pads for review by the Architect.

2.5 STRAP HANGERS

- A. Under no circumstances will perforated strap iron or wire be acceptable for hangers on this project.

PART 3 - EXECUTION

3.1 INSTALLATION OF SUPPORTS

- A. All pipe supports shall be designed and installed to avoid interferences with other piping, hangers, ducts, electrical conduit, supports, building structure, equipment, etc. All piping shall be installed with due regard to expansion and contraction. The type of hanger, method of support, location of support, etc., shall be governed in part by this specification.
- B. Pipe hangers shall be attached to the structure as follows:
  - 1. Steel Bar Joists: Where pipes and loads are supported under bar joists, hanger rods shall be run through the space between the bottom angles and secured with a washer and two nuts. Where larger lines are supported beneath bar joists, hanger rods shall be secured to angle irons of adequate size. Each angle shall span across two or more joists as required to distribute the weight properly and shall be welded to the joists or otherwise permanently affixed thereto.

2. Steel Beams: Pipes and loads supported under steel beams shall be installed using approved beam clamps.

### 3.2 SPACING

- A. Install hangers for steel piping with the following maximum spacing and minimum rod sizes according to MSS SP 69 Tables 3 and 4:
  1. NPS 3/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
  2. NPS 1: Maximum span, 7 feet; minimum rod size, 3/8 inch.
  3. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
  4. NPS 1-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
  5. NPS 2: Maximum span, 10 feet; minimum rod size, 3/8 inch.
  6. NPS 2-1/2: Maximum span, 11 feet; minimum rod size, 1/2 inch.
  7. NPS 3: Maximum span, 12 feet; minimum rod size, 1/2 inch.
  8. NPS 3-1/2: Maximum span, 13 feet; minimum rod size, 1/2 inch.
  9. NPS 4: Maximum span, 14 feet; minimum rod size, 5/8 inch.
- B. Spacing and rod sizes for other piping materials shall be as recommended by the manufacturer.

### 3.3 TRAPEZES

- A. Trapeze members, including suspension rods, shall be properly sized for the number, size and loaded weight of the lines they are to support. Install as noted above.

### 3.4 MISCELLANEOUS

- A. Install any other special foundations, hangers and supports indicated on the drawings, specified elsewhere, or required by installation conditions.

### 3.5 EQUIPMENT FOUNDATIONS

- A. Provide equipment foundations associated with the work in accordance with the provisions of these specifications.
- B. Provide concrete bases for all pad or floor mounted equipment.

### 3.6 HANGERS, SUPPORTS, ANCHORS AND GUIDES

- A. Supports, hangers, anchors, and guides shall be provided for all horizontal and vertical piping as per the project specifications.
- B. The Contractor shall be responsible for structural integrity of all supports. All structural hanging materials shall have a factor of safety of 5.
- C. Maximum spacing between pipe supports for steel, cast iron, plastic or copper pipe shall be per local code to prevent excessive stress: (This does not apply where there are concentrated loads between supports.)
- D. In general, all piping shall be supported from only structural building members.

**END OF SECTION**

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**SECTION 22 05 53**  
**IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of all necessary identification items as indicated on the drawings and as specified.
- B. Work included:
  - 1. Valve tagging
  - 2. Pipe marking
  - 3. Equipment marking
- C. Submittals: **Provide submittals as required in Section 22 00 10, "Submittal Process".**

**1.3 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. When requested, provide the Architect with manufacturer's certificate that materials meet or exceed minimum requirements as specified. Marking system shall conform to ASME 13.1, latest edition and OSHA 29 CFR 1910.261 requirements.

**PART 2 - PRODUCTS**

**2.1 VALVE TAGS**

- A. Provide a tag for each valve in the compressed air piping system.
  - 1. Tags shall be 1-1/2" diameter of solid brass with blacked filled stamped characters of 1/4" height above and 1/2" height below.
  - 2. Provide 8" long meter seals for use with valve tags.
- B. Provide a valve chart with a schedule and location plans for all identified equipment, both in a frame with an acrylic cover to be located as directed by the Architect.

**2.2 PIPE MARKERS**

- A. Provide pipe markers for pipes that provide 360 degree visibility with ANSI approved color coded background, color of legend in relation to background color, legend letter size, and

length of color field.

1. Each marker shall be formed with a clear acrylic covering suitable for use outdoors.
2. For diameters 3/4" to 6", marker shall be formed in order to snap on and completely surround the pipe.

## 2.3 EQUIPMENT PLATES

- A. Plate shall be black with white letters that appear when the plate is engraved.
- B. Plate material shall be specifically suited for conditions surrounding the equipment. Outdoor equipment shall require special plate material for outdoor use.
- C. Plate size shall be as required with lettering size appropriate for the information shown but in no case less than 1/8" high. Lettering style shall match existing facility standards.
- D. Nomenclature for plates shall be based on the equipment designations shown on the equipment schedules and as approved by the Architect.

## 2.4 MANUFACTURERS

- A. Provide marking system as manufactured by W. H. Brady Company, Seton, Craftmark, or approved equal.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Place all markers and plates in such locations that they are easily read by a person without assuming awkward or hazardous positions.

### 3.2 VALVE TAGS

- A. Secure one valve tag to each valve.

### 3.3 PIPE MARKERS

- A. For diameters 3/4" to 6", markers shall snap around the pipe, completely surrounding the pipe. Markers shall not require taping or the use of any adhesive material or fasteners to permanently secure them to the pipe. For diameters 6" and larger, secure with stainless steel spring fasteners.
- B. Install sufficient quantities of markers that tracing of pipe systems can be readily accomplished.

### 3.4 EQUIPMENT PLATES

- A. Provide engraved plates for all fire suppression equipment.
- B. Secure all plates with two self-tapping metal screws with round heads. Alternately, plates may be fastened with "pop" rivets provided no cracking or injury occurs to the plate. Plates attached with adhesives shall not be permitted.

**END OF SECTION**

**SECTION 22 15 00  
GENERAL SERVICE COMPRESSED-AIR SYSTEMS**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

1.2 SUMMARY

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of all necessary identification items as indicated on the drawings and as specified.
- B. Work included:
  - 1. A shop compressed air system, complete, ready for operation, including compressors, electric motors and starters, receiver, all necessary piping, fittings, valves, gages, switches and all necessary accessories, connections and equipment.
- C. Submittals: **Provide submittals as required in Section 22 00 10, "Submittal Process"**.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.

**PART 2 - PRODUCTS**

2.1 PIPING

- A. Type "K" or "L" copper tube, ASTM B88, drawn, with wrought copper fittings conforming to ANSI B16.22.
- B. Unions: Fed. Spec. WW-U-516, bronze.
- C. Solder: ASTM B32, 50/50, special alloy, lead free, with non-corrosive flux. No purging with nitrogen is required.
- D. Silver Brazing Alloy: AWS A5.8, Classification BCuP.

- E. Apply piping identification in accordance with ANSI A13.1

## 2.2 VALVES

- A. Ball:
  - 1. 3 inches and smaller: MSS SP72 & SP 110, Type II, Class A, Style 1, Brass, nickel plated, brazed connections. Full ported, three piece, Buna N or teflon seat seals full flow, 300 psig minimum working pressure.
- B. Check:
  - 1. 3 inches and smaller: Bronze body and bonnet ASTM B61 or B62. Non-metallic discs, 125 pound WSP.

## 2.3 PRESSURE GAGES

- A. Shall be manufactured expressly for compressed air service.

## 2.4 AIR PRESSURE REDUCING VALVE

- A. Under 3 inches, bronze body and trim. Single seated, for dead end service for 10 to 30 psi range on low pressure side. Composition diaphragm and bronze spring to set directly on valve stem.

## 2.5 AIR COMPRESSOR FOR SHOP AIR SYSTEMS

- A. General: Shall be capable of operating against pressure of 100 psig V-belt connected, electric motor drive, with provision for belt adjustment. Provide air compressor, air receiver, after-cooler, filter muffler and inline filter.
- B. Compressor: Reciprocating or rotary, receiver mounted. Maximum speed 1400 RPM. Lubrication system may be automatic flood system or forced feed.
- C. Air Receiver: Galvanized steel, built in accordance with applicable requirements of ASME Code for Unfired Pressure Vessels for a working pressure of 125 psig and shall be stamped and certified. Equip receiver with pressure gage, lever-type safety valve and drain cock. Support receiver on saddles having bearing area extending one third shell circumference or with leg supports having equivalent bearing area.
- D. Motor and Starter: Refer to Section 22 05 12, GENERAL MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT, 104 degrees F ambient temperature rise type motor, ball bearing, voltage and phase as indicated in schedule on Electrical drawings, conforming to NEMA standards, maximum speed 1800 RPM. Motor shall be of sufficient size to operate compressor without overloading. Provide each motor with automatic, fully enclosed, magnetic starter as specified and controlled by a (H-O-A) switch.
- E. In-Line Filter: Fifty micron element with 23 mL (1/2 pint) safety-green transparent bowl. Maximum operating condition of 150 psig at 125 degrees F.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Open ends of tube shall be kept capped or plugged at all times.
- B. Cut tubing square and accurately with a tube cutter (sawing not permitted) to measurements determined at place of installation and work into place without springing or forcing. Tube must bottom in each solder socket so there are no gaps between tube and

fitting where solder can enter the inside of line. Ream tube to remove burrs, being careful not to expand tube and that no chips of copper remain in the line. Exercise care in handling equipment and tools used in cutting or reaming of pipe to prevent oil or grease being introduced into piping.

- C. Particular care shall be exercised, when flux is applied to avoid leaving any excess inside the completed joints. Thoroughly wash the outside of each joint with clean hot water after assembly to remove oxide coating.
- D. Filtered Muffler: Mount to air compressor outdoor intake line without the use of foundations or support frames. Silencer tubes shall be located between the filter and the housing.
- E. Rigidly support valves and other equipment to prevent strain on tube or joints.

**END OF SECTION**

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**SECTION 26 00 10  
ELECTRICAL SUBMITTAL PROCESS**

**PART 1 – GENERAL**

**1.1 SUBMITTALS**

- A. Comply with all submittal provisions of Division 1.
- B. Submit electronic copies of the submittal to the prime consultant (i.e. architect) in order to process and track the submittals properly in accordance with Division 1 and 26 submittal requirements. Architects and consultants are to submit all submittals and RFI's to the mechanical engineer electronically. Send to "**mdengca@md-eng.com**". Submittals shall be labeled by their project specification section or CSI specification section if not listed in project specifications.
- C. Contractor is responsible to separate submittals per specification section. Unseparated submittals are subject to rejection without review.
- D. Allow a minimum of ten (10) working days for the review of submittals and each re-submittal.
- E. Submittals that have been reviewed and marked as REJECTED (REJ) or MAKE CORRECTIONS NOTED (MCN) should be resubmitted within 10 days to be reviewed again by engineer.
- F. Compliance with the Contract documents shall be the sole responsibility of the Contractor. Items on equipment that are were not accepted by the Architect in writing as an approved equal shall be replaced or revised to comply with the contract documents at the Contractor's expense.
- G. Resubmission of rejected submittals shall be limited to one (1) in number. Costs for processing subsequent resubmittals in excess of the first resubmittal, resulting from the Contractor's disregard of Architect/Engineer's primary submittal rejection comments, shall be borne by the Contractor. Costs shall be based on Architect/Engineer's hourly rates as published in their current professional fee schedules and shall also include reimbursable costs for delivery, mailing, and photocopies at direct cost-plus ten percent (10%).

**1.2 REQUIRED SPECIFICATIONS (Project specific)**

- A. The chart below are the submittals required for the project.
  - 1. Submittals marked with an "**X**" are required for this project.
  - 2. Submittals without an "**X**" are not required for this project.

See required specifications on next page

Required X	Submittal Name	Spec Reference
X	<b>Common Work Results for Plumbing</b> <i>-Submittals, Shop Drawings.</i>	26 05 00
X	<b>Electrical Demolition</b> <i>-See Specification for information</i>	26 05 01
X	<b>Electrical Work in Existing Facilities</b> <i>-Site Inspection Report</i>	26 05 02
	<b>Fire Stopping</b> <i>-Materials</i>	26 05 03
X	<b>Low Voltage Electrical Power Conductors</b> <i>-Conductors, Cables</i>	26 05 19
X	<b>Grounding &amp; Bonding</b> <i>-Materials, Chemical ground rod</i>	26 05 26
X	<b>Hangers &amp; Supports for Electrical</b> <i>-Hanger &amp; clamps, Fabricated devices</i>	26 05 29
X	<b>Conduit for Electrical Systems</b> <i>-Conduit &amp; fittings, Supports</i>	26 05 33.13
X	<b>Boxes for Electrical Systems</b> <i>-Boxes, Floor Boxes</i>	26 05 33.16
	<b>Cable Trays for Electrical Systems</b> <i>-Cable Trays</i>	26 05 36
	<b>IN-Floor Walker duct</b> <i>-In-floor Duct Systems</i>	26 05 39
X	<b>Identification for Electrical Systems</b> <i>-Submit all marking systems per spec.</i>	26 05 53
	<b>Overcurrent Protective Device Corr. Study</b> <i>-Final Report</i>	26 05 73
	<b>Electrical Testing</b> <i>-Final Report</i>	26 05 93
	<b>Disconnect Switches</b> <i>-Manufacturer, Switches, Components</i>	26 06 20
	<b>Lighting &amp; Receptacle (Relay) Panelboards</b> <i>-Product Data per specification</i>	26 09 26
	<b>Lighting Control System</b> <i>-Product Data per Specification</i>	26 09 33
	<b>Occupancy Sensors</b> <i>-Sensor, Shop Drawing for sensor layout.</i>	26 09 23
	<b>Low Voltage Underground Service</b> <i>-Metering Equipment, Raceways&amp; Fittings</i>	26 21 16
	<b>Low Voltage Transformers</b> <i>-Product Data per Specification</i>	26 22 00
	<b>Switchboards</b> <i>-Manufacturer, Bus, Feeder protective devices</i> <i>-Metering, Enclosures, Name plates,</i>	26 24 13

Required X	Submittal Name	Spec Reference
	<b>Panelboards</b> <i>-Manufacturer, Panelboards, Distribution</i> <i>-Lighting, Circuit breakers</i>	26 24 16
	<b>Motor Starters</b> <i>-Manufacturer, Manual, Combination</i> <i>-Magnetic</i>	26 24 22
	<b>Tenant Metering</b> <i>-Product Data per Specification</i>	26 25 00
	<b>Electrical Cabinets &amp; Enclosures</b> <i>-Hinged cover enclosures, cabinets, Fab.</i>	26 27 16
X	<b>Wiring Devices</b> <i>-Receptacles, Switches, Wall plates</i>	26 27 26
	<b>Enclosed Switches</b> <i>-Components</i>	26 28 16
	<b>Package Engine Generators -Propane</b> <i>-Rating, Engine, Alternators, Controls</i>	26 32 13.11
	<b>Package Engine Generators - NG</b> <i>-Rating, Engine, Alternators, Controls</i>	26 32 13.22
	<b>Diesel Fuel Generator</b> <i>-Rating, Engine, Alternators, Controls</i>	26 22 13.33
	<b>Uninterruptible Power Supply</b> <i>-See Spec for all submittal information</i>	26 33 53
	<b>Automatic Transfer Switch</b> <i>-Transfer Switch</i>	26 36 23
	<b>Quick Disconnect Switch</b> <i>-Heavy-Duty Double Throw Safety Switches</i>	26 36 33
	<b>Facility Lightning Protection</b> <i>-Components</i>	26 41 00
	<b>Surge Protection Devices</b> <i>-General Info, Design, Performance</i> <i>-Testing, Warranty</i>	26 43 00
	<b>Lighting</b> <i>-Shop drawings, Lamps, Fluorescent Ballast</i> <i>-Recessed, lenses, parts.</i>	26 50 00
	<b>Digital Network Lighting Control System</b> <i>-Qualifications, Products, Warranty.</i>	26 50 90
	<b>LED Lighting</b> <i>-Product Data per Specification</i>	26 55 00
	<b>Detention Lighting</b> <i>-Fixtures, components, Security, Ballasts,</i> <i>-Exit signs, Emergency lighting, Lenses,</i>	26 55 63
	<b>Telephone Data-Raceway System</b> <i>-Raceways</i>	26 55 64

Required X	Submittal Name	Spec Reference
	<b>Disposal of Lamps</b> <i>-Qualifications, Disposal data</i>	26 57 00
	<b>Provisions of Elevators</b> <i>-Qualifications, Power switch module</i> <i>-Pits, Elevator cabs.</i>	26 60 00
	<b>Conduits and Backboxes for Communications</b> <i>-Conduits, Boxes, Raceways.</i>	27 05 23
	<b>Grounding &amp; Bonding for Communications</b> <i>-Product Data per Specification</i>	27 05 26
	<b>Telecom Hangers &amp; Supports</b> <i>-Product Data per Specification</i>	27 05 28
	<b>Cable Trays for Communications</b> <i>-Product Data per Specification</i>	27 05 29
	<b>Comm Cabinet Racks &amp; Enclosures</b> <i>-Product Data per Specification</i>	27 11 16
	<b>Comm Termination Blocks &amp; Patch Panels</b> <i>-Product Data per Specification</i>	27 11 19
	<b>Comm Cable Management &amp; Cable Runway</b> <i>-Product Data per Specification</i>	27 11 23
	<b>Communication Copper Horizontal Cabling</b> <i>-Product Data per Specification</i>	27 15 13

Required X	Submittal Name	Spec Reference
	<b>Communication Faceplates &amp; Connectors</b> <i>-Product Data per Specification</i>	27 15 43
	<b>AV Control Syatems &amp; Antenna Systems</b> <i>-Product Data per Specification</i>	27 41 00
	<b>TV Broadband Distribution System</b> <i>-Product Data per Specification</i>	27 41 33
	<b>Sound Systems</b> <i>-Product Data per Specification</i>	27 51 16.13
	<b>Common Work Results for Security System</b> <i>-Shop drawings, Computer equipment,</i> <i>-Grounding, Wiring &amp; Cabling, Raceways</i> <i>-Boxes, Fittings</i>	28 05 10
	<b>Digital Video Manage &amp; Recording System</b> <i>-Product Data per Specification</i>	28 23 00
	<b>Fire Detection &amp; Alarm Systems</b> <i>-FA Control panel, Devices, Detectors, GFCI</i> <i>-Contacts, Grounding, Operations</i>	28 31 10
	<b>Sampling Type Smoke Detector Systems</b> <i>-Detector assembly, Display, Networking,</i>	28 31 11

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**SECTION 26 05 00  
COMMON WORK RESULTS FOR ELECTRICAL**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. General Requirements for Electrical Work are intended to be complementary to General Requirements of Construction Contract.
- B. Work Included: Provide complete electrical systems where shown on Drawings, as specified herein, and as needed for complete and proper installation including, but not necessarily limited to following summary of Work.
  - 1. Interior and exterior lighting
  - 2. Emergency exit and egress lighting
  - 3. Fire detection and alarm system
  - 4. Telephone raceway system
  - 5. Switchboards
  - 6. Lighting and distribution panelboards
  - 7. Power feeds to mechanical, plumbing and fire protection equipment:
    - a. Provide conduit, wire, disconnect switch, overcurrent and short circuit protection for all equipment, whether shown on the drawings or not, including, motorized dampers, smoke dampers, electric heat trace, power for energy management system, water softening equipment, water treatment systems, air dryers, electric flush valves, electric trap primers, electric solenoids, shower valves, and other miscellaneous equipment.
  - 8. Surge protective devices
  - 9. Occupancy sensors
  - 10. Packaged generator set
  - 11. Automatic transfer switch
  - 12. Electrical service entrance
  - 13. Digital control system
  - 14. Other items and services required to complete electrical systems
- C. Rough-in (only) for the video cameras.
- D. Rough-in (only) for the access control system.

**1.3 QUALITY ASSURANCE AND APPLICABLE STANDARDS**

- A. Use adequate numbers of skilled workers thoroughly trained and experienced in necessary crafts and completely familiar with specified requirements and methods needed for proper performance of Work of this Division. Ensure that there is a minimum of one journeyman electrician, on job site whenever Division 26 Work is being performed.
- B. Without additional cost, provide labor and materials as required to complete Work of this Division in accordance with requirements of Governmental Agencies having jurisdiction, regardless of whether materials and associated labor are called for elsewhere in these Contract Documents.

- C. Codes: Electrical and fire alarm work shall conform to requirements and recommendations of the following codes. Refer to the most recent code adopted by the Authority Having Jurisdiction (AHJ).
  - 1. National Electrical Code
  - 2. International Energy Code
  - 3. International Fire Code
  - 4. International Building Code
  - 5. Local amendments to the above codes
- D. Standards: Specifications and Standards of following organizations are by reference made part of these Specifications. Electrical Work, unless otherwise indicated, shall comply with requirements and recommendations wherever applicable:
  - 1. Association of Edison Illuminating Companies (AEIC)
  - 2. American National Standards Institute (ANSI)
  - 3. American Society of Mechanical Engineers (ASME)
  - 4. American Society for Testing and Materials (ASTM)
  - 5. Certified Ballast Manufacturers (CBM)
  - 6. Electrical Testing Laboratories (ETL)
  - 7. Institute of Electrical and Electronic Engineers (IEEE)
  - 8. Insulated Power Cable Engineers Association (IPCEA)
  - 9. National Bureau of Standards (NBS)
  - 10. National Electrical Contractors Association (NECA)
  - 11. National Electrical Manufacturer's Association (NEMA)
  - 12. National Fire Protection Association (NFPA)
  - 13. Radio-Television Manufacturer's Association (RTMA)
  - 14. Reflector Luminaire Manufacturers (RLM)
  - 15. Underwriters' Laboratories, Inc. (UL)

#### 1.4 REQUIREMENTS OF REGULATORY AGENCIES

- A. Requirements and recommendations of latest editions of Occupational Safety and Health Act (OSHA), and Americans with Disabilities Act (ADA), are by reference made part of these Specifications. Work shall comply with requirements and recommendations wherever applicable.

#### 1.5 DEFINITIONS

- A. Terms furnish, install, and provide are used interchangeably and shall mean to furnish and install, complete and ready for intended use.

#### 1.6 SUBMITTALS

- A. Comply with pertinent provisions of Division 01.
- B. Submit electronic copies of the submittal to the prime consultant (i.e. architect) in order to process and track the submittals properly in accordance with Division 1 and 26 submittal requirements. Architects and consultants are to submit all submittals and RFI's to the mechanical engineer electronically. Send to "**mdengca@md-eng.com**". Submittals shall be labeled by their project specification section or CSI specification section if not listed in project specifications
- C. Resubmission of rejected submittals shall be limited to one (1) in number. Costs for processing subsequent resubmittals in excess of the first resubmittal, resulting from the Contractor's disregard of Architect/Engineer's primary submittal rejection comments, shall be borne by the Contractor. Costs shall be based on Architect/Engineer's hourly rates as published in their current professional fee schedules and shall also include reimbursable costs for delivery, mailing, and photocopies at direct cost plus ten percent (10%).
- D. Submittals required of materials and equipment include following:

1. Materials list of items proposed to be provided under Division 26.
  2. Manufacturer's specifications and other data needed to prove compliance with specified requirements. Term "Compliance" is understood to mean that Contractor certifies that submitted equipment meets or exceeds Contract Document requirements. Items that do not clearly meet this definition should be identified and explained as required in following paragraph.
  3. Identify difference between specified item and proposed item. Explain with enough detail so that it can easily be determined that item complies with functional intent. List the disadvantages or advantages of proposed item versus specified item. Submit technical data sheets and/or pictures and diagrams to support and clarify. Organize in clear and concise format. Substitutions shall be approved in writing by Engineer. Engineer's decision shall be final.
  4. Allow minimum of 10 working days for review of each submittal and re-submittal.
  5. Items of equipment that are not accepted in writing as approved equal shall be replaced or revised to comply with Contract Documents at Contractor's expense.
  6. The manufacturers recommended installation procedures shall become basis for accepting or rejecting actual installation procedures used on Work.
  7. Shop drawings shall consist of detailed drawings with dimensions, schedules, weights, capacities, installation details and pertinent information needed to describe the material or equipment.
- E. Submittals required of materials and equipment under this Division include following listed items not supplied by Owner. These submittal requirements are intended to be complimentary to requirements that may be listed in individual sections. In event of conflict, more stringent requirement shall apply.
1. Conductors and Cables:
    - a. Submit product data for each specified product.
    - b. Submit tabular list of wire and wiring systems that will be increased in capacity or size to comply with Section 26 05 19 and/or similar requirements shown on Drawings. List shall include size shown on Drawings, proposed increase to comply with Section 26 0519, and proposed installed length.
  2. Raceways and Boxes:
    - a. Submit product data for surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
    - b. Submit Shop Drawings including layout drawings showing components and wiring for nonstandard boxes, enclosures, and cabinets.
  3. Wiring Devices:
    - a. Submit product data for each specified product.
    - b. Submit operation and maintenance data for wiring devices, for inclusion in "Operating and Maintenance Manual" specified in this Section.
    - c. Submit dimension plan for locations of all non-standard devices including but not limited to floor boxes, ceiling boxes, cord reels and welding boxes.
  4. Switchboards:
    - a. Submit product data for each product and component specified.
    - b. Submit Shop Drawings for each switchboard including dimensioned plans and elevations, component and device lists, and single-line diagram showing main and branch bus current ratings and short-time and short-circuit ratings of switchboard.
    - c. Submit schedule of features, characteristics, ratings, and factory settings of individual protective devices.
    - d. Submit manufacturer's schematic wiring diagram.
    - e. Submit point-to-point control wiring diagram, differentiating between manufacturer-installed and field-installed wiring.
    - f. Submit qualification data for field-testing organization certificates, signed by Contractor, certifying that organization complies with requirements specified in



- d. Submit maintenance data for system and components for inclusion in Operating and Maintenance Manual specified in this Section.
  - e. Submit detailed operating instructions, covering operation under both normal and emergency conditions and sound test reports.
  - f. Submit certification of torsional vibration compatibility: Conform to NFPA 110.
  - g. Submit factory test reports for units to be shipped for this Project showing evidence of compliance with specified requirements.
11. Motor Controllers:
- a. Submit product data for specified products. Include dimensions, ratings, and data on features and components.
  - b. Submit maintenance data for products for inclusion in Operating and Maintenance Manual specified in this Section.
12. Interior Lighting:
- a. Submit product data describing fixtures, lamps, ballasts, and emergency lighting units. Arrange product data for fixtures in order of fixture designation. Include data on features and accessories.
  - b. Submit outline drawings indicating dimensions and principal features of fixtures, including color.
  - c. Submit electrical ratings and photometric data including certified results of laboratory tests for fixtures and lamps.
  - d. Submit battery and charger data for emergency lighting units.
  - e. Submit Shop Drawings detailing nonstandard fixtures and indicating dimensions, weights, and methods of field assembly, components, features, and accessories.
  - f. Submit wiring diagrams detailing wiring for control system showing both factory-installed and field-installed wiring for each specific system which differentiates between factory-installed and field-installed wiring.
  - g. Submit maintenance data for fixtures to include in operation and maintenance manual specified in this Section.
  - h. Submit lamp data for each fixture.
13. Fire Alarm System:
- a. Submit product data for each type of system component specified including dimensioned plans and elevations showing installed features and devices. Include list of materials and nationally recognized testing laboratory-listing data. Submit to Engineer after being reviewed and approved by local authority having jurisdiction.
  - b. Submit wiring diagrams from manufacturer differentiating clearly between factory- and field-installed wiring. Include diagrams for equipment and for system with terminals and interconnections identified. Make diagrams specific to this Project and distinguish between field and factory wiring.
  - c. Submit device address list.
  - d. Submit system operation description covering this specific Project, including method of operation and supervision of each type of circuit and sequence of operations for manually and automatically initiated system inputs and outputs. Manufacturer's standard descriptions for generic systems are unacceptable.
  - e. Submit operating instructions for mounting at fire alarm control panel.
  - f. Submit battery hours of operation calculations for loss of normal power operation.
  - g. Submit maintenance data for fire alarm systems to include in operation and maintenance manual specified in this Section. Include data for each type of product, including features and operating sequences, both automatic and manual. Include recommendations for spare parts to be stocked at site. Provide names, addresses, and telephone numbers of service organizations that carry stock of repair parts for system to be furnished.
  - h. Submit design drawings approved by local authority having jurisdiction.
14. Provide a dimension layout of electrical rooms(s) and elevator equipment room(s) if applicable.

## 1.7 SUBSTITUTIONS

- A. The Contract Documents list manufacturers' names and catalog numbers followed by phrase "or equal" are to establish a standard of quality and utility for the specified items and to provide a dimensional reference to the scaled drawings.
- B. Submittals for "equal" items shall include the following data, which is not necessarily required for specified items, which list the manufacturer and catalog number:
  - 1. Performance characteristics.
  - 2. Materials.
  - 3. Finish.
  - 4. Certification of conformance with specified codes and standards.
  - 5. Manufacturer's specifications and other data needed to prove compliance with specified requirements. Term "compliance" is understood to mean that the submitted equipment will meet or exceed the Contract Document requirements. Items that do not clearly meet this definition shall be identified and explained as required in following Paragraph.
  - 6. Identify all differences between the specified item and proposed item. Explain all differences with sufficient detail to permit the Engineer to easily determine that the substituted item complies with the functional intent. List disadvantages and advantages of proposed item versus specified item. Submit technical data sheets and/or pictures and diagrams to support and clarify. Organize in clear and concise format. Engineer shall approve substitutions in writing. Engineer's decision shall be final.
- C. Submittals of "equal" components or systems may be rejected if:
  - 1. Material or equipment would necessitate alteration of mechanical, electrical, architectural, or structural design.
  - 2. Dimensions vary from specified material or equipment so that accessibility or clearances are impaired or Work of other trades is adversely affected.
- D. Proposed substitutions for materials or equipment must be submitted seven (7) days prior to final bid date for consideration as approved equals. Otherwise, substitutions will not be permitted. Only the prime bidders shall be permitted make proposals for substitutions.
- E. No substitution shall be made unless authorized in writing by the Engineer. Should substitution be accepted, and should substitute material prove defective or otherwise unsatisfactory for service intended, and within guarantee period, replace this material or equipment with material or equipment specified, to satisfaction of Engineer and at no cost to Owner.

## 1.8 ORDINANCES, PERMITS, METERS, UTILITIES AND ROYALTIES

- A. Purchase all necessary permits and licenses necessary for completion of the Work. Pay all lawful fees required and necessary pursuant in obtaining said permits and licenses. Required certificates of approvals and inspections by local governing and regulating authorities.
- B. Pay all fees required for connection of utility power and telephone services required for the Work.
- C. Pay royalty payments or fees required for use of patented equipment or systems. Defend lawsuits or claims for infringement of patent rights and hold Owner and/or Engineer harmless from loss as result of said suits or claims.

## 1.9 COMPATIBILITY OF EQUIPMENT

- A. Assume full responsibility for satisfactory operation of component parts of electrical systems. Assure compatibility of equipment and performance of integrated systems in accordance with requirements of the Construction Documents. Notify the Engineer before submitting a bid should Specifications or Drawings make acceptance of responsibility impossible, prohibitive, or

restrictive. The bid shall be accompanied by a written statement listing any objections or exceptions to the applicable specification section and/or drawing.

#### 1.10 UTILITIES AND TEMPORARY POWER

- A. Verify location and capacity of all existing utility services before starting Work. The locations and sizes of electrical lines are shown in accordance with data secured from Owner's survey. The data shown is offered as estimating guide without guarantee of accuracy.
- B. Pay all utility charges for temporary power. Provide temporary lighting and power required. Install in accordance with OSHA requirements and as described in General Requirements Division 01.

#### 1.10 FLASHINGS, SLEEVES, AND INSERTS

- A. Furnish and install flashings where conduits pass through outside walls. Flashings shall be properly formed to fit around conduit and shall be caulked, with 790 Silicone Building Sealant by Dow Corning Corporation, so as to make watertight seal between conduit and building.
- B. Unless otherwise specified, install sleeves for each conduit where it may pass through interior walls or floors. Galvanized 22-gage sheet iron sleeves shall be used. Finish flush with each finished wall surface. In pipe chases, the sleeve shall extend 1-1/2 inches above floor slab and shall be watertight.
- C. Raceways that pass through concrete beams or walls and masonry exterior walls shall be provided with galvanized wrought iron pipe sleeves, unless shown otherwise on drawings. Inside diameter of these sleeves shall be at least 1/2 inch greater than outside diameters of service pipes. After pipes are installed in these sleeves, fill annular space between pipes and sleeves with 790 Silicone Building Sealant by Dow Corning Corporation. Completed installation shall be watertight.
- D. Roof penetrations shall be provided with counter flashings arranged to provide weatherproof installation.
- E. Penetrations through walls, floors and ceilings shall be done in manner to maintain integrity of fire rating of respective wall, floor, or ceiling.
- F. Reference Division 7 for additional sealant requirements. Where conflicts occur with the specified requirements, the more stringent shall apply.

#### 1.11 CUTTING AND PATCHING

- A. Perform cutting and patching in strict accordance with provisions of these Specifications and following:
  - 1. Coordinate Work to minimize cutting and patching.
  - 2. Use adequate number of skilled workers who are thoroughly trained and experienced in necessary crafts and who are completely familiar with specified requirements and methods needed for proper performance of Work.
- B. Request for Engineer's consent:
  - 1. Prior to cutting which affects structural safety, submit a written request to Engineer for permission to proceed with cutting.
  - 2. When conditions of Work or schedule require a change of materials or methods for cutting and patching, notify Engineer and secure written permission to proceed with the work.
- C. Perform cutting and demolition using methods that will prevent damage to other portions of Work.

- D. Perform fitting and adjusting to provide a finished installation complying with specified tolerances and finishes.

#### 1.12 SURFACE CONDITIONS

- A. Examine areas and conditions under which Work of this Division will be performed. Work required to correct conditions detrimental to timely and proper completion of Work shall be included as part of Work of this Division. Do not proceed until unsatisfactory conditions are corrected.

#### 1.13 CONSTRUCTION REQUIREMENTS

- A. Drawings show arrangements of Work. Rearrangement of spaces and equipment will be considered when Project conditions make this necessary and/or materials or equipment can be installed to better advantage. Prior to proceeding with Work, coordinate with various trades to prepare and submit five (5) copies of Drawings of proposed arrangement for Engineer's review. Allow minimum of 10 working days for review.
- B. Installation or rearrangement of equipment and space for Contractor's convenience or to accommodate material or equipment substitutions will be considered. Assume responsibility for rearrangement of equipment and space and have Engineer review change before proceeding with Work. Request for changes shall be accompanied by Shop Drawings of affected equipment and space. Identify proposed monetary credits or other benefits. Allow minimum of 10 working days for review.
- C. Properly locate and size all required pipe sleeves and slots, holes, or openings in structure.

#### 1.14 PREPARATION AND COORDINATION

- A. Coordinate the work in strict accordance with the Contract Documents as follows:
  - 1. Where lighting fixtures and other electrical items are shown in conflict with locations of structural members and mechanical or other equipment, provide required supports and wiring to clear encroachment.
  - 2. Install power and control wiring for installation of equipment furnished under Divisions 21, 22 and 23. Furnish disconnect switches and other equipment as required for proper operation of equipment unless equipment is specified to be factory mounted.
- C. Information on the Drawings and in these Specifications is as accurate as could be secured, but absolute accuracy is not guaranteed. The drawings are diagrammatic, and the exact locations, distances, levels, and other conditions shall be governed by actual construction. The drawings and specifications shall be for guidance.
- D. Where receptacle locations are not dimensioned on either the Architectural or Engineering Drawings, the J-box may be located on the nearest stud. When receptacles are dimensioned on the Drawings, Provide a cross brace and mount the receptacle as dimensioned.
- E. Field-verify measurements. No extra compensation will be allowed because of differences between Work shown on Drawings and actual site measurements.
- F. Branch circuit wiring and arrangement of home runs have been designed for maximum economy consistent with adequate sizing and other considerations. Increase size of wiring and wiring systems to accommodate more stringent requirements listed in these Specifications or on Drawings. Install wiring with circuits arranged as shown on Drawings. Deviations shall be approved in advance by Engineer.

## 1.15 PROJECT RECORD DOCUMENTS

- A. Provide Project record documents associated with Work in accordance with provisions of these Specifications. Refer to Division 1 for additional requirements.
- B. Throughout progress of the Work, maintain accurate record of all changes in Contract Documents (Drawings and Specifications). Changes shall include Addendums issued during bidding and location of electrical service lines, receptacles, and outside utilities.
- C. Delegate responsibility for maintenance of record documents to one person on Contractor's staff.
- D. Accuracy of Records
  - 1. Thoroughly coordinate changes within record documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other documents where required to show change properly. Match symbology and format of base documents.
  - 2. Accuracy of records shall be such that future searches for items shown in Contract Documents may rely reasonably on information obtained from approved Project record documents.
- D. Maintain a job set of record documents protected from deterioration and from loss and damage until completion of Work. Transfer all recorded data to final Project record documents.
- F. Making Entries on Drawings
  - 1. Using erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.
  - 2. Date entries.
  - 3. Call attention to entry by "cloud" drawn around area or areas affected.
  - 4. In event of overlapping changes, use different colors for overlapping changes.
  - 5. Make entries within 24 hours after receipt of information that changes have occurred.
  - 6. Maintain base drawing format and use the same symbols.
  - 7. Convert field mark-ups to finished CADD record drawings when required in this Section.
- G. Conversion of Schematic Layouts
  - 1. In some cases on Drawings, arrangements of conduits, circuits, and similar items, are shown schematically and are not intended to portray precise physical layout. Determine final physical arrangement, subject to Engineer's approval. The design of future modifications of facility may require accurate information as to final physical layout of items that are shown only schematically on Drawings. Show by dimension accurate to within one inch, centerline of each run of sleeves and conduit below grade, in walls, or in concrete slab, etc. Surface mounted device indicates exact location:
    - a. Clearly identify item by accurate note (e.g., "Rigid Conduit").
    - b. Show, by symbol or note, vertical location of item "under slab," "in ceiling plenum," "exposed," etc.
    - c. Make identification sufficiently descriptive that it may be related reliably to Specifications.
- H. Final Project Record Documents
  - 1. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
  - 2. Provide CADD electronic files in dwg Format using AutoCAD Release 2002 or later software. Upon written request, completion of a release form, and payment of the Engineer's standard fee of \$200 plus applicable sales tax for a set-up charge and \$50 per drawing plus applicable sales tax for copies of such files, Engineer will provide AutoCAD

- Release 2002 electronic files of base Contract Drawings in dwg format on compact discs. Engineer will also provide a list of drawing layers and names that shall be maintained.
3. Provide completed record drawings on CD and one mylar film reproducible of each drawing.
  4. Refer to Division 01 for additional requirements.

1.16 OPERATION AND MAINTENANCE DATA

- A. Submit two copies of preliminary draft of proposed manual or manuals to Engineer for review and comments. Allow minimum of 10 working days for review.
- B. Submit approved manual to Engineer prior to indoctrination of operation and maintenance personnel.
- C. Where instruction manuals are required for submittal, they shall be prepared in accordance with the following:

Format:	
Size:	8-1/2-inch by 11-inch
Paper:	White bond, at least 20 pound weight
Text:	Neatly written or printed
Drawings:	11 inches in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within Manual and provide drawing pocket inside rear cover or bind in with text.
Flysheets:	Separate each section of Manual with neatly prepared flysheets briefly describing contents of ensuing section; flysheets may be in color.
Binding:	Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside manual; 3-ring binders will be acceptable; binding is subject to Engineer's approval.
Measurements:	Provide measurements in U.S. standard units (e.g., feet, inches, and pounds). Where items may be expected to be measured within 10 years in accordance with metric formulae, provide additional measurements in "International System of Units" (SI).

- D. Provide front and back covers for each manual, using durable material approved by Engineer, and clearly identified on or through cover with at least following information:

<b>O&amp;M Manual Requirements</b> <i>MEP &amp; Fire Suppression</i>	
•	Title Page <ul style="list-style-type: none"> <li>○ Job Name</li> <li>○ Site Address</li> <li>○ Include Contact information of prime contractor.</li> </ul>
•	Table of contents
•	Warranty Information. <ul style="list-style-type: none"> <li>○ Include all contractor warranties               <ul style="list-style-type: none"> <li>▪ Signed and dated documents</li> </ul> </li> </ul>
•	Permits-Inspections
•	Subcontractor list <ul style="list-style-type: none"> <li>○ Include all subcontractors.               <ul style="list-style-type: none"> <li>▪ Company name, Contact info.</li> <li>▪ Trade Responsibility.</li> </ul> </li> </ul>
•	Vendor list <ul style="list-style-type: none"> <li>○ Include name and addresses of vendors               <ul style="list-style-type: none"> <li>▪ Warranty information</li> <li>▪ Replaceable parts</li> </ul> </li> </ul>
•	Approved submittals <ul style="list-style-type: none"> <li>○ Include all approved product submittals</li> </ul>
•	Reports/Certificates/Redlines <ul style="list-style-type: none"> <li>○ Engineers Observation Reports</li> <li>○ Electrical tests.</li> <li>○ Grounding test Report</li> <li>○ Generator testing</li> <li>○ Overcurrent Protection Study</li> <li>○ Sequence of operations report</li> <li>○ Surge Protection Commissioning Report</li> <li>○ Contractor Start-up Report</li> <li>○ Manufacturer Start-up Report</li> <li>○ Owners Training Report. (All Trades)</li> </ul>
•	O&M Manuals
•	Equipment Information. <ul style="list-style-type: none"> <li>○ Include Model, Serial and location.</li> </ul>
•	Signed Approval <ul style="list-style-type: none"> <li>○ Page for approval signature of the engineer and approval date.</li> </ul>

**OPERATING AND MAINTENANCE INSTRUCTION**

Name and Address of Work

Name of Contractor

General subject of this manual

Space for approval signature of Engineer and approval date[s]

- E. Contents: Include at least following:
1. Neatly typewritten index near front of Manual, giving immediate information as to location within manual of emergency information regarding installation.
  2. Complete instructions regarding operation and maintenance of equipment involved including lubrication, disassembly, and reassembly.
  3. Complete nomenclature of parts of equipment.
  4. Complete nomenclature and part number of replaceable parts, name and address of nearest vendor and other data pertinent to procurement procedures.
  5. Copy of guarantees and warranties issued.

6. Manufacturer's bulletins, cuts, and descriptive data, where pertinent, clearly indicating precise items included in this installation and deleting, or otherwise clearly indicating, manufacturers' data with which this installation is not concerned.
7. Other data as required in pertinent Sections of these Specifications.

#### 1.17 EQUIPMENT FOUNDATIONS

- A. Provide equipment foundations in accordance with provisions of these Specifications.
- C. Provide concrete bases for main switchboard, distribution panelboards, floor-mounted transformers and other equipment that is to be pad- or floor-mounted. Bases shall be 4 inches high above finished floors or grades (unless otherwise noted) and shall protrude 2 inches beyond sides of equipment and shall have exposed chamfered edges. Construct bases from ready-mixed hard rock concrete, ASTM C94, reinforced with #3 Rebars, ASTM A615, Grade 40. Rebars shall be located at 18 inches on center each way.
- D. Field-verify exact location of outdoor pad mounted equipment with Engineer. Supply necessary fill and grade site to provide natural drainage away from equipment.
- E. Provide structural concrete foundations for generator, pad mounted transformers and lighting pole bases.

#### 1.18 TESTING AND INSPECTION

- A. Provide personnel and equipment, make required tests, and secure required approvals from Engineer and Governmental Agencies having jurisdiction
- B. Make written notice to Engineer adequately in advance of each of following stages of construction:
  1. When rough in is complete, but not covered
  2. At completion of Work of this Division
  3. In underground condition prior to placing backfill, concrete floor slab, and when associated electrical Work is in place
- C. When material or workmanship is found to not comply with specified requirements, remove items from job site and replace them with items complying with specified requirements at no additional cost to Owner. This shall be performed within 3 days after receipt of written notice of noncompliance.
- D. In Engineer's presence, test parts of electrical system and prove that items provided under this Division function electrically in required manner.

#### 1.19 SITE VISITS BY FACTORY PERSONNEL

- A. Pay for travel expenses, living expenses, and miscellaneous expenses associated with site visits of factory personnel to perform on site testing, inspections, and reviews.

#### 1.20 WARRANTY

- A. Warrant equipment and workmanship for period of one year after date of substantial completion and replace or repair faulty equipment or installation at no cost to Owner for service during this period, in accordance with requirements of Division 1.
- B. Warranty shall not void specific warranties issued by manufacturers for greater periods of time or void rights guaranteed to Owner by law.

- C. Warranties shall be in writing in form satisfactory to Owner, and shall be delivered to Owner before final payment is made.
- D. All manufacturers shall provide the manufacturers warranties starting at time of start-up and not at time of delivery.

1.21 PROJECT COMPLETION

- A. Upon completion of Work of this Division, thoroughly clean exposed portions of electrical installation, removing traces of soil, labels, grease, oil, and other foreign material, and using only type cleaner recommended by manufacturer of item being cleaned.
- B. Thoroughly indoctrinate Owner's operation and maintenance personnel in contents of operations and maintenance manual required to be submitted as part of this Division of these Specifications.

1.22 TRAINING

- A. Contractors are responsible to provide owner with an adequate amount of training to be able to operate any system installed.
  - 1. This includes training for any Lighting Controls, Generator, Digital Controls, Security systems,
  - 2. Provide a sign in sheet that is to be added to the O&M manual
    - 1. Owners & all building maintenance personal are required to have training.

END OF SECTION

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**SECTION 26 05 01  
ELECTRICAL DEMOLITION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provided all equipment, materials, labor supervision, and services necessary for or incidental to the demolition of electrical equipment and materials as indicated on the drawings, and as specified.
- B. Work included:
  - 1. Removal of panels, switchboards, light fixtures, receptacles, conduit and wire and other electrical equipment and materials where indicated.
  - 2. Arrange for the disposal of lamps and ballasts in accordance with TSCA.

**1.3 STANDARDS**

- A. All work shall comply with the Toxic Substances Control Act (TSCA) 1976.

**1.4 SUBMITTALS AND SHOP DRAWINGS**

- A. Submit qualifications of the disposal company.

**1.5 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 – EXECUTION**

### 3.1 DISCONNECTION OF THE SOURCES OF POWER

- A. Prior to the demolition of work by any trade, provide a qualified electrician to disconnect all sources of power serving equipment, light fixtures and outlets within the area of demolition. Verify by testing that power has been disconnected. The electrician shall remain on the site during demolition, to disconnect and test electrical work that becomes accessible during the course of demolition.

### 3.2 SALVAGE AND DISPOSAL

- A. Tour the project site with the Owner's representative to identify and mark those items, scheduled for demolition, which the Owner wishes to retain. Deliver those items so marked, to the Owner's storage, within the project site, as directed.
- B. All remaining demolition items shall become the Contractor's property and shall be removed from the site. Hazardous materials shall be disposed of in accordance with federal regulations.
- C. Refer to Section 26 5700 for additional instructions concerning the disposal of lamps and ballasts.

### 3.3 CONDUIT, WIRE AND PANELBOARDS

- A. Where equipment, wiring devices and/or light fixtures are scheduled for demolition, remove the associated wire and raceway back to the circuit breaker serving the equipment, unless specifically noted otherwise.
- B. Where panelboards are scheduled for demolition and some of the branch circuits are to remain, re-connect the existing circuits to replacement panelboards as noted on the drawings.
- C. Where ceilings or walls are scheduled for demolition on the Architectural drawings, disconnect and remove all wiring devices, light fixtures, and other outlets associated with those walls and ceilings.

### 3.4 FIRE ALARM SYSTEM

- A. Remove all components of the existing fire alarm system, within the area of demolition, including conduit, wire, initiating devices, and annunciating devices.

**END OF SECTION**

**SECTION 26 05 02**  
**ELECTRICAL WORK IN EXISTING FACILITIES**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provide labor, materials, equipment, transportation, tools and services, and perform operations required for, and reasonably incidental to the providing or modification of electrical work and systems in existing facilities.

**1.3 SHOP DRAWINGS**

- A. Show the joining of new work with existing, illustrating the actual existing conditions in accordance with Division 1.

**1.4 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.

**PART 2 - PRODUCTS**

**2.1 WIRING METHODS AND MATERIALS**

- A. Where new conduits, wires, cables, outlets, light fixtures wiring devices, fire alarm devices, etc. are installed, they shall be of the type and quality specified, regardless of the types and quality of existing materials that are to remain.
- B. Where existing light fixtures are shown to be relocated and such relocation can be made without disconnecting and extending the existing wiring, the light fixture and wiring may remain, if permitted by local codes, for the occupancy under construction.
- C. Where existing light fixtures are shown to be removed, they must not be used elsewhere as they are not suitable for meeting the energy code.

**PART 3 – EXECUTION**

**3.1 SITE INSPECTION**

- A. The Contract Documents do not propose to show all existing systems material or equipment. Obtain information related to existing facilities from existing documents, measurements, notations, photographs, surveys and other observations at the site.

- B. Visit the project site and verify the existing materials, conditions, wiring methods, penetrations through fire rated walls, supporting devices and panelboards. Inspect ceiling spaces, panelboard interiors, connections to light fixtures, etc. Note any existing conditions which require work to bring the project into code compliance for the occupancy under construction.
- C. Modify, repair and replace materials relating to any existing conditions whether shown on the drawings, noted during the site visit or discovered during the course of construction, which require work to bring the project into code compliance for the occupancy under construction.
- D. Where existing light fixtures are shown to remain, - clean, re-lamp, repair damaged parts and replace ballast if defective so as to bring the fixture to good operating condition.
- E. Where new inaccessible ceilings are shown to be installed, survey the existing conditions and relocate any j-boxes, pull boxes and any other items of electrical equipment requiring access. Where such relocations are difficult, coordinate with the architect to provide an access panel.

### 3.2 SCHEDULE OF WORK

- A. Since the building will continue in use throughout the construction period, carry out the work under this Division in such a manner as to minimize disturbance to the occupants.
- B. The schedule contemplates working in designated areas in the existing building while other adjacent areas are still being occupied. Carry out work in this Division in such a manner as to minimize disturbance to those occupied areas.
- C. Should the work in the designated areas affect any services to the areas to remain in use, new permanent or temporary services or a combination of both shall be installed as required to enable those occupied areas to function properly.
- D. Perform no work in the existing building which would interfere with its use during normal hours of occupancy, unless special permission is granted by the Owner. Included shall be operations which would cause objectionable noise or service interruptions.
- E. Any work involving a service suspension shall be scheduled in advance with the Owner.
- F. Should it be necessary to perform certain operations on an "overtime" basis in order not to interrupt the normal usage of the building, include the costs of such overtime without change in the Contract amount.

### 3.3 TEMPORARY WORKING ACCESS

- A. Remove existing wire, conduit, equipment, fixtures, and other items as required to provide access for work in existing facilities.
- B. Reinstall and refinish items removed, or otherwise damaged, to match existing adjacent conditions upon completion of the work.

### 3.4 DISRUPTION OF EXISTING FUNCTIONS

- A. Access: Access to and use of the existing facilities and site will be restricted, and shall be under the direction and control of the Owner.
- B. Outages: Schedule power outages to avoid interference with the Owner's or other tenant's activities. Obtain approval prior to the requested outage as specified in Division 1. Provide a schedule showing sequence and duration of all activities during the requested outage.

- C. Disruptions: Maintain existing electrical, communications, alarm, and other existing systems, and maintain existing functions in service except for scheduled disruptions as specified in Division 1. Where existing functions to remain in use are disrupted, they shall be fully restored after disruption, in full compliance with this Division of the Specifications.
- D. Duration: Complete as large a portion of the work as possible before initiating disruption and perform only that work necessary so as to minimize duration of disruption. Maintain adequate personnel, supplies, materials, equipment, tools, and other resources at job site to avoid unnecessary delay in resumption of normal service.
- E. Schedule: Provide a complete schedule to the Owner for review and approval indicating the type and duration of any required disruption involved in the execution of the work.

### 3.5 SALVAGE, DEMOLITION AND RELOCATION

- A. General
  - 1. Modify, remove, or relocate materials, equipment and devices as indicated or required by the installation of new facilities.
  - 2. Working jointly with the Owner's Representative, establish and mark salvage and demolition items before commencing work; report items scheduled for relocation, reinstallation or reuse, which are found to be in damaged condition; await further instructions from the Owner before commencing with work.
  - 3. Demolition material shall be removed from the site and disposed of by the Contractor. Salvaged equipment and devices shall be the property of the Owner unless noted otherwise. Store or dispose of as directed by Owner.
- B. Relocations
  - 1. Make minor relocations necessitated by the conditions at the site or as directed by the Owner's Representative, without additional cost to the Owner.
  - 2. Repair and restore to good functional condition, equipment, materials and items scheduled for relocation, which are damaged during dismantling or reassembly operations.
  - 3. New materials and items of similar design and quality may be substituted for materials and items indicated to be relocated upon approval of Shop Drawings, product data, and samples.
  - 4. Remove carefully, in reverse order to original assembly or placement, items which are to be relocated.
  - 5. Protect items until relocation is complete.
  - 6. Clean and repair items to be relocated, and provide new materials, fittings, and appurtenances required to complete the relocations and to restore to good operating order.
  - 7. Perform the relocation work in full compliance with this Division of the Specifications, utilizing skilled workers.
- C. Relocating Devices: Remove and reinstall in locations designated by the Owner's Representative wiring devices, fixtures, equipment, other devices and associated wire and conduit required for the operation of the various systems that are installed in existing-to-be-removed construction.

**END OF SECTION**

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

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of conductors as indicated on the Drawings and as specified.
- B. Work included:
  - 1. Wiring connections and terminations, 600 Volt rating and below.
- C. **SUBMITTALS: Provide submittals as required in section 26 05 10, "Submittal Process."**

**1.3 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance to the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. When requested, provide the manufacturer's certifications that confirm that materials meet or exceed minimum requirements as specified.

**PART 2 – PRODUCTS**

**2.1 CONDUCTORS**

- A. Provide conductors made of soft-drawn, annealed copper with conductivity not less than that of 98% pure copper.
- B. Building Wire:
  - 1. Thermoplastic-insulated building wire: NEMA WC 5
  - 2. Feeders and branch circuits: Copper, stranded conductor, 600-volt insulation, THHN/THWN-2
  - 3. Control circuits: Copper, stranded conductor 600-volt insulation, THHN/THWN-2
  - 4. Where more than one conductor of the same phase or more than one neutral conductor occurs at the same outlet or junction box, these conductors shall be identifiable from each other by use of stripes or distinguishing markings
  - 5. Type MC and AC cables shall not be used
  - 6. Use the following color code system:

	240/120 Volt Systems	208Y/120 Volt Systems	480Y/277 Volt Systems
Phase A	Black	Black	Brown
Phase B	Orange	Red	Orange
Phase C	Blue	Blue	Yellow
Neutral	White	White	Gray
Ground	Green	Green	Green
Switch	Purple	Purple	Purple

C. Remote Control and Signal Cable:

1. Control cable for Class 2 or Class 3 remote control and signal circuits: Copper conductor, 300-volt insulation, rated 60-degree C, individual conductors twisted together, shielded, and covered with a PVC jacket; UL listed.
2. Plenum cable for Class 2 or Class 3 remote control and signal circuits: Copper conductor, 300-volt insulation, rated 60-degree C, individual conductors twisted together, shielded, and covered with a nonmetallic jacket; UL listed for use in air handling ducts, hollow spaces used as ducts, and plenums.

2.2 ACCEPTABLE MANUFACTURERS

A. Provide products by the following manufacturers:

1. Rome
2. Cable
3. Pirelli
4. Belden
5. Or approved equal

PART 3 – EXECUTION

3.1 GENERAL WIRING METHODS (LESS THAN 600 VOLTS)

- A. Install conductor sizes as indicated. Provide No. 10 AWG conductor for the entire circuit length for single-phase, 20-ampere circuits for which the distance from panelboard to the last outlet is more than 100 feet for 120-volt circuits or 200 feet for 277-volt circuits. The minimum wire size shall be 12 AWG for power and lighting circuits, and no smaller than 18 AWG for control wiring. Remote control wiring shall not be less than 14 AWG for installed lengths of 50 feet or less. Remote control conductors shall be increased one size (per NEC Table 310) for each additional 50 feet of length. Increase the raceway system to accommodate the increased wire size.
- B. Provide an equal number of conductors of equal size for each phase of a circuit in same raceway or cable.
- C. Splice only in junction boxes, outlet boxes, pullboxes, or manholes.
- D. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- E. Make conductor lengths for parallel circuits equal.

- F. Phasing shall be consistent throughout each installation from the service connection to every device connection and outlet. Where interface is made to an existing system, the existing phasing configuration shall be maintained.

### 3.2 WIRING INSTALLATION IN RACEWAYS

- A. Pull all conductors into a raceway at the same time. Use UL listed wire-pulling lubricant for pulling 4 AWG and larger wires.
- B. Install wire in raceway after interior of building has been physically protected from the weather and all mechanical work likely to injure conductors has been completed.
- C. Completely and thoroughly swab raceway system before installing conductors.

### 3.3 CABLE INSTALLATION

- A. Provide protection for exposed cables where subject to damage.
- B. Support cables above accessible ceilings. Do not rest on ceiling tiles, light fixtures or air devices. Use spring metal clips or metal cable ties to support cables from structure. Include bridle rings or drive rings.
- C. Use suitable cable fittings and connectors.

### 3.4 WIRING CONNECTIONS AND TERMINATIONS

- A. Splice only in accessible boxes or manholes.
- B. Use solderless pressure connectors with insulating covers for copper wire splices and taps 8 AWG and smaller.
- C. Use split bolt connectors for copper wire splices and taps 6 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of conductor.
- D. Thoroughly clean wires before installing lugs and connectors.
- E. Make splices, taps and terminations to carry full capacity of conductors without perceptible temperature rise.
- F. Terminate spare conductors with electrical tape.
- G. Field Testing. Insulation resistance of all feeder conductors served by a protective device rated 200A or higher shall be tested. Each conductor shall have its insulation resistance tested after the installation is completed and all splices, taps and connections are made except connection to or into its source and point (or points) of termination. Insulation resistance of conductors which are to operate at 600 volts or less shall be tested by using a Biddle Megger of not less than 1000 volts d-c. Insulation resistance of conductors rated at 600 volts shall be free of shorts and grounds and have a minimum resistance phase-to-phase and phase-to-ground of at least 10 megohms. Conductors that do not exceed insulation resistance values listed above shall be removed at Contractor's expense and replaced and test repeated. The Contractor shall furnish all instruments and personnel required for tests, shall tabulate readings observed, and shall forward copies of the test readings to the Owner in accordance with Section 26 0593. These test reports shall identify each conductor tested, date and time of test and weather conditions. Each test shall be signed by the party making the test.

### 3.5 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under applicable provisions of Division 26.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Torque test conductor connections and terminations to manufacturers recommended values.
- D. Perform continuity tests on all power and equipment branch circuit conductors. Verify proper phasing of all connections.

### 3.6 WIRE AND CABLE INSTALLATION SCHEDULE

- A. All locations: Building wire in raceways.

### 3.7 600-VOLT INSULATED CONDUCTORS

- A. Size: Install conductor sizes as indicated. Provide No. 10 AWG conductor for the entire circuit length for single-phase, 20-ampere circuits for which the distance from panelboard to the last outlet is more than 100 feet for 120-volt circuits or 200 feet for 277-volt circuits.
- B. Home Runs: Except where specifically indicated, provide branch circuit home runs with not more than two different line conductors and a common neutral in a single raceway for 3-wire, single-phase systems, nor more than three different line conductors and a common neutral in a single raceway for 4-wire, 3-phase systems. Use home run circuit numbers as indicated for panelboard connections.
- C. Where more than one conductor of the same phase or more than one neutral conductor occurs at the same outlet or junction box, these conductors shall be identifiable from each other by use of stripes or distinguishing markings.

END OF SECTION

**SECTION 26 05 26**  
**GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of electrical systems grounding as shown or indicated on the Drawings and/or as specified.
- B. Work Included:
  - 1. Power systems grounding
  - 2. Electrical equipment and raceway grounding and bonding
- C. SUBMITTALS: **Provide submittals as required in section 26 05 10, “Submittal Process.”**

**1.3 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. When requested, provide the Engineer with the manufacturer's certificate that materials meet or exceed minimum requirements as specified.

**PART 2 – PRODUCTS**

**2.1 MATERIALS**

- A. Provide electrical grounding system indicated with assembly of materials, including but not limited to:
  - 1. Wires and cables
  - 2. Connectors
  - 3. Terminals
  - 4. Ground rods
  - 5. Bonding jumper braid
  - 6. Surge arrestors
- B. Where materials or components are not indicated, provide products complying with NEC, UL, IEEE, and established industry standards for applications indicated.

**2.2 CHEMICAL GROUND ROD**

- A. Self-contained ground rod(s) using electrolytically enhanced grounding shall be provided for power system grounding where indicated on the drawings. The ground rod shall operate by hygroscopically extracting moisture from the air to activate the electrolytic process improving performance. The ground rod system shall be UL listed and have been manufactured for a minimum of 10 years. The ground rod system shall be 100% self activating sealed and maintenance free. The system shall not require the addition of chemical or water solutions.
- B. Electrode unit
  - 1. The copper ground rod shall consist of 2" nominal diameter hollow copper tube with a wall thickness of not less than .083". The tube shall be permanently capped on the top and bottom. Air breather holes shall be provided in the top of the tube and drainage holes shall be provided in the bottom of the tube for electrolyte drainage into the surrounding soil. Shaft configuration: Straight Shaft Model No: K2-1020CS; UL Listing: 467.
  - 2. The ground rod shall be filled from the factory with non-hazardous Calsolyte to enhance grounding performance.
  - 3. Ground rod shall be twenty feet long for straight (vertical) installation.
  - 4. A stranded 4/0 AWG Cu ground wire shall be Cadwelded to the side of rod for electrode conductor connection. A clamping "U-bolt" with pressure plate on the tip end of the tube shall be provided for testing and temporary connections.
- C. Ground Access Box
  - 1. Provide a precast concrete box with slots for conduit entrances. Minimum size shall be ten-inch diameter by twelve high. Provide a cast iron, flush traffic rated cover with "breather" slots, XIT model #XB-12.
- D. Backfill Material
  - 1. Natural volcanic, non-corrosive form of bentonite clay grout backfill material free of polymer sealant. XIT model #LNC.
  - 2. Shall absorb approximately 14 gallons of water per 50# bag for optimal 30% solids density.
  - 3. PH value 8-10 with maximum resistivity of 3 ohm-m at 30% solids density.
- E. Manufacturer: Lyncole XIT Grounding, 3547 Voyager St., Torrance, CA 90503, Phone (800) 962-2610; or approved equal.
- F. Ground Wire Termination: Exothermic connection to 4/0 conductor. U-bolt with pressure plate provided as test point.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Install electrical grounding systems in accordance with applicable portions of NEC, with NECA's "Standard of Installation," and in accordance with recognized industry practices to ensure that products comply with requirements and serve intended functions.
- B. Provide a separate, insulated equipment grounding conductor in feeder circuits. Terminate each end on a grounding lug, bus, or bushing.
- C. Connect grounding electrode conductors to metal water pipe using a suitable ground clamp. Make connections to flanged piping at street side of flange. Provide bonding jumper around water meter.
- D. Installation of Chemical Ground Rod

1. Install a supplemental ground rod system in compliance with manufacturer's instruction or recommendation.
2. Bore minimum 6" diameter hole, 6" deeper than the length of rod to be buried. Insure that the top of the copper chemical ground rod will not come in contact with the metal grate of the protective box or hand-hole cover.
3. Remove sealing tape from leaching holes
4. Place chemical ground rod in hole, so that the top of unit is about 6" below grade.
5. Backfill.
6. Lynconite backfill is specific clay (bentonite clay) included with the system. Mix each 50# backfill grout material with 14 gallons water to form a slurry and pour around chemical ground rod up to "bury to here sticker".
7. Place protective box in accordance with the drawings
8. Remove sealing tape from the top breather holes to activate.
9. Connect grounding electrode conductor to ground rod pigtail exothermically( Cadweld or Thermoweld).
10. Bury grounding conductor 30" below grade. Cover conductor with a small amount of backfill for protection against corrosion.

### 3.2 FIELD QUALITY CONTROL

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Electrical Tests:
  1. Perform fall-of-potential test or alternative in accordance with IEEE Standard 81-1991 on the main grounding electrode or systems.
  2. Perform point-to-point tests to determine the resistance between the main grounding system and all major electrical equipment frames, system neutral, and/or derived neutral points.
- C. Test Values:
  1. The resistance between the main grounding electrode and ground should be no greater than two ohms. Install additional grounding electrodes, as required, to achieve the specified resistance value.
  2. Investigate point-to-point resistance values which exceed 0.5 ohm. Correct deficiencies at no additional cost. Retest to prove compliance
- D. Provide written certification to the Engineer that the grounding system has been tested and complies with the specified requirements.
- E. Provide a test report.

END OF SECTION

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**SECTION 26 05 29  
SUPPORTING DEVICES**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of support systems as shown or indicated on the Drawings and/or as specified.
- B. Work Included:
  - 1. Conduit and equipment supports
  - 2. Fastening hardware
- C. **SUBMITTALS: Provide submittals as required in section 26 05 10, "Submittal Process."**

**1.3 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work in this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. When requested, provide the Architect with manufacturer's certificates that confirm materials meet or exceed minimum requirements as specified.

**PART 2 – PRODUCTS**

**2.1 HANGERS AND CLAMPS**

- A. Provide supporting devices of types, sizes, and materials indicated, and having the following construction features:
  - 1. Clevis Hangers: For supporting 2" rigid metal conduit; galvanized steel; with 1/2" diameter hole for round steel rod, approximately 54 pounds per units.
  - 2. Riser Clamps: For supporting 5" rigid metal conduit; black steel; with 2 bolts and nuts, and 4" ears, approximately 510 pounds per 100 units.
  - 3. Reducing Couplings: Steel rod reducing coupling, 1/2" x 5/8", black steel, approximately 16 pounds per 100 units.
  - 4. C-Clamps: Black steel, 1-1/4" x 3/16" stock; 3/8" cross bolt; flange width 2", approximately 52 pounds per 100 units.
  - 5. I-Beam Clamps: Black steel, 1-1/4" x 3/16" stock; 3/8" cross bolt; flange width 2"; approximately 52 pounds per 100 units.
  - 6. One-Hole Conduit Straps: For supporting 3/4" rigid metal conduit; galvanized steel; approximately 7 pounds per 100 units.

7. Two-Hole Conduit Straps: For supporting 3/4" rigid metal conduit, galvanized steel; 3/4" strap width; and 2-1/8" between center of screw holes.
  8. Hexagon Nuts: For 1/2" rod size; galvanized steel; approximately 4 pounds per 100 units.
  9. Round Steel Rod: Black steel; 1/2" diameter; approximately 67 pounds per 100 feet.
  10. Offset Conduit Clamps: For supporting 2" rigid metal conduit; black steel; approximately 200 pounds per 100 units.
- B. Anchors: Provide anchors of types, sizes, and materials indicated, and having the following construction features:
1. Lead Expansion Anchors: 1/2", approximately 38 pounds per 100 units.
  2. Toggle Bolts: Springhead; 3/16" x 4"; approximately 5 pounds per 100 units.
- C. Sleeves and Seals: Provide sleeves and seals, of types, sizes and materials indicated; and having the following construction features:
1. Wall and Floor Seals: Provide factory-assembled watertight wall and floor seals, of types and sizes indicated; suitable for sealing around conduit, pipe, or tubing passing through concrete floors and walls. Construct with steel sleeves, malleable iron body, neoprene sealing grommets and rings, metal pressure rings, pressure clamps, and cap screws.
- D. Conduit Cable Supports: Provide cable supports with insulating wedging plug for non-armored type electrical cables in risers; construct for 2" rigid metal conduit; 3-wires, type wire as indicated; construct body of malleable iron casting with hot dip galvanized finish.
- E. U-Channel Strut Systems: Provide U-channel strut system for supporting electrical equipment, 16-gage hot dip galvanized steel, of types and sizes indicated; construct with 9/16" diameter holes, 8" O.C. on top surface, with standard green finish, and with the following fittings which mate and match with U-channel:
- |                          |                 |
|--------------------------|-----------------|
| Fixture hangers          | Channel hangers |
| End caps                 | Beam clamps     |
| Thin wall conduit clamps | Wiring stud     |
| Rigid conduit clamps     | Conduit hangers |
| U-bolts                  |                 |

## 2.2 FABRICATED SUPPORTING DEVICES

- A. Provide pipe sleeves of one of the following:
1. Sheet Metal: Fabricate from galvanized sheet metal; round tube closed with snaplock joint, welded spiral seams, or welded longitudinal joint. Fabricate from the following gages: 3" and smaller, 20 gauge; 4" to 6", 16 gauge; over 6", 14 gauge.
  2. Steel Pipe: Fabricate from Schedule 40 galvanized steel pipe, remove burrs.
  3. Iron Pipe: Fabricate from cast iron or ductile iron pipe; remove burrs.
  4. Plastic Pipe: Fabricate from Schedule 80 PVC plastic pipe; remove burrs.
- B. Sleeve Seals: Provide sleeve seals for sleeves located in foundation walls below grade, or in exterior walls, of one of the following:
1. Dow # 790 Silicone Building Sealant by Dow Corning Corporation.

## PART 3 – EXECUTION

### 3.1 INSTALLATION OF SUPPORTING DEVICES

- A. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors, preset inserts, or beam clamps.
- B. Install hangers, supports, clamps, and attachments to support piping properly from building structure. Arrange for grouping of parallel runs of horizontal conduits to be supported together on trapeze type hangers where possible. Install supports with maximum spacing indicated.
- C. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or present inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
- D. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.
- E. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.
- F. Install freestanding electrical equipment on concrete pads.
- G. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- H. Bridge studs top and bottom with channels to support surface and flush-mounted cabinets and panelboards in stud walls.
- I. Tighten sleeve seal nuts until sealing grommets have expanded to form watertight seal.

END OF SECTION

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**SECTION 26 05 33.13  
CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of a complete and operating electrical raceway system, as indicated on the Drawings and as specified.
- B. Work included:
  - 1. Rigid metal conduit and fittings
  - 2. Electrical metallic tubing and fittings
  - 3. Flexible metal conduit and fittings
  - 4. Non-metallic conduit and fittings
  - 5. Surface-mounted raceway
- C. **SUBMITTALS: Provide submittals as required in section 26 05 10, "Submittal Process."**

**1.3 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance to the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. When requested, provide the Architect with manufacturer's certificates that confirm that materials meet or exceed minimum requirements as specified.

**PART 2 – PRODUCTS**

**2.1 CONDUITS AND FITTINGS**

- A. Provide metal conduits, tubing, fittings, and couplings of types, grades, sizes, and weights (wall thickness) for each service indicated. Where types and grades are not indicated, provide proper selection determined by installer to fulfill wiring requirements and comply with applicable portions of NEC for raceways.
- B. Rigid Metal Conduit and Fittings
  - 1. Rigid steel conduit: ANSI C80.1
  - 2. Fittings and conduit bodies: ANSI/NEMA FB 1; threaded type, material to match conduit.
- C. Electrical Metallic Tubing (EMT) and Fittings
  - 1. EMT: ANSI C80.3 galvanized tubing
  - 2. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel compression type

- D. Flexible Metal Conduit and Fittings
  - 1. Conduit: FS WW-C-566; steel
  - 2. Fittings and Conduit Bodies: ANSI/NEMA FB 1
- E. Liquid tight Flexible Conduit and Fittings
  - 1. Conduit: Flexible metal conduit with PVC jacket
  - 2. Fittings and Conduit Bodies: ANSI/NEMA FB 1
- F. Plastic Conduit and Fittings
  - 1. Conduit: NEMA TC 2; Schedule 40 PVC
  - 2. Fittings and Conduit Bodies: NEMA TC 3

## 2.2 CONDUIT SUPPORTS

- A. Conduit Clamps, Straps, and Supports: Steel or malleable iron.

## PART 3 – EXECUTION

### 3.1 CONDUIT SIZING, ARRANGEMENT AND SUPPORT

- A. Size of conduit shall be as indicated on the drawings or sized for conductor type installed, whichever is larger. Size all conduits in accordance with the NEC. Minimum conduit size shall be  $\frac{3}{4}$  inch.
- B. Arrange conduit to maintain headroom and present a neat appearance.
- C. Route exposed conduit and conduit above accessible ceilings parallel and perpendicular to walls and adjacent piping.
- D. Maintain minimum 6-inch clearance between conduit and piping. Maintain 12-inch clearance between conduit and heat sources such as flues, steam pipes, and heating appliances.
- E. Arrange conduit supports to prevent distortion of alignment by wire pulling operations. Fasten conduit using galvanized straps, lay-in adjustable hangers, clevis hangers, or bolted split stamped galvanized hangers.
- F. Group conduit in parallel runs where practical and use conduit rack constructed of steel channel with conduit straps or clamps.
- G. Do not fasten conduit with wire or perforated pipe straps. Remove all wire used for temporary conduit support during construction, before conductors are pulled.

### 3.2 CONDUIT INSTALLATION

- A. Cut conduit square using a saw or pipe cutter; de-burr cut ends.
- B. Bring conduit to the shoulder of fittings and couplings and fasten securely.
- C. Use conduit hubs for fastening conduit to cast boxes and for fastening conduit to sheet metal boxes in damp or wet locations.
- D. Install no more than the equivalent of three 90-degree bends between boxes.
- E. Use conduit bodies to make sharp changes in direction, as around beams.

- F. Use hydraulic one-shot conduit bender or factory elbows for bends in conduit larger than 2-inches in size.
- G. Avoid moisture traps where possible; where unavoidable, provide junction box with drain fitting at conduit low point.
- H. Use suitable conduit caps to protect installed conduit against entrance of dirt and moisture.
- I. Provide a pull tape for spare empty conduits. The tape shall be fiberglass reinforced polyester tape with distance marking in feet continuous along its length. Furnish T&B or Greenlee products.
- J. Install expansion joints where conduit crosses building expansion joints.
- K. Where conduit penetrates fire-rated walls and floors, provide mechanical firestop fittings with UL listed fire rating equal to wall or floor rating. Seal opening around conduit with UL listed foamed silicone elastomer compound.
- L. Route conduit through roof openings for piping and ductwork where possible; otherwise route through roof jack with pitch pocket.
- M. Maximum size conduit in slabs above grade: 3/4 inch.
- N. Use PVC-coated rigid steel factory elbows for bends in plastic conduit runs longer than 100 feet or in plastic conduit runs, which have more than two bends regardless of length.
- O. Make joints in accordance with manufacturers' written instructions.
- P. Provide plastic warning tape for underground conduit or duct bank installations. Install warning tape directly above conduit one foot below finished grade or as shown on drawings.
- Q. Sand for intermediate fill around underground conduits shall be washed sand, suitable for concrete or masonry. Reference Section 26 0500 for additional backfill and excavation requirements.

### 3.3 CONDUIT INSTALLATION SCHEDULE

- A. Underground installations more than two feet from foundation wall: Rigid steel conduit or Schedule 40 plastic conduit.
- B. Installations in or under concrete slab, or underground within 2 feet of foundation wall: Rigid steel conduit.
- C. In slab above grade: Rigid steel conduit.
- D. Exposed outdoor locations: Rigid steel conduit.
- E. Wet interior locations: Rigid Steel Conduit.
- F. Concealed dry interior locations: Electrical metallic tubing.
- G. Exposed dry interior locations: Electrical metallic tubing.

### 3.4 CONDUIT IN DETENTION AREAS

- A. Conduits shall be concealed in CMU walls.

- B. Conduits shall be concealed in concrete walls and ceilings.
- C. conduits may be exposed in electric rooms, mechanical rooms and plumbing chases.

END OF SECTION

**SECTION 26 0533.16**  
**BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of outlets, pull and junction boxes as indicated on the Drawings and specified.
- B. Work included:
  - 1. Wall and ceiling outlet boxes
  - 2. Pull and junction boxes

**1.3 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. When requested, provide the Engineer with manufacturer's certificates that confirm that materials meet or exceed minimum requirements as specified.

**1.4 SUBMITTALS**

- A. **Provide submittals as required in section 26 05 10, "Submittal Process."**

**PART 2 – PRODUCTS**

**2.1 BOXES**

- A. Provide standard, stamped galvanized steel boxes except as hereinafter noted, by Steel City or approved equal.
- B. Outlet Boxes
  - 1. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1; galvanized steel, with 1/2 inch male fixture studs where required.
  - 2. Cast Boxes: Aluminum or cast ferroalloy, deep type, gasket and cover, threaded hubs.
- C. Pull and Junction Boxes
  - 1. Sheet metal boxes: ANSI/NEMA OS 1, galvanized steel.

2. Cast metal boxes for outdoor and wet location installation shall be NEMA 250;, Type 4 and Type 6, flat-flanged, surface-mounted junction boxes, UL listed as rain tight. Galvanized cast iron or cast aluminum box and cover with ground flange, neoprene gasket, and stainless steel cover screws.
3. Cast Metal Boxes for Underground Installations: NEMA 250 Type 4, outside flanged, recessed cover box for flush mounting, UL listed as raintight. Galvanized cast iron or cast aluminum box and plain cover with neoprene gasket and stainless steel cover screws.

## 2.2 FLOOR BOXES

- A. Combination Flush Floor Boxes
  1. Where indicated in plan, furnish and install Wiremold/Walker Resource RFB series four compartment floor boxes.
  2. Boxes located on the First Floor shall be Cast Iron, with a maximum depth of 3-7/16".
  3. Boxes located on the Second Floor shall be Shallow Stamped Steel, with a maximum depth of 2-7/16".

## PART 3 – EXECUTION

### 3.1 COORDINATION OF BOX LOCATIONS

- A. Provide electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and code compliance.
- B. Electrical box locations shown on Contract Drawings are approximate unless dimensioned.
- C. Locate and install boxes to allow access.
- D. Locate and install to maintain headroom and to present a neat appearance.

### 3.2 OUTLET BOX INSTALLATION

- A. Do not install boxes back-to-back in walls. Provide a minimum 6-inch separation between boxes. Provide a minimum 24-inch separation between boxes in acoustic-rated walls.
- B. Locate boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat openings for boxes.
- C. Provide knockout closures for unused openings.
- D. Support boxes securely and independently of conduit.
- E. Use multiple gang boxes where more than one device is mounted together. Do not use sectional boxes. Provide barriers to separate wiring of different voltage systems.
- F. Install boxes in walls without damaging wall insulation.
- G. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- H. Position outlets to locate luminaires as shown on reflected ceiling plans.
- I. In inaccessible ceiling areas, position outlets and junction boxes within 6 inches of recessed luminaire, to be accessible through luminaire ceiling opening.

- J. Provide recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs, accurately positioning to allow for surface finish thickness. Use stamped steel stud bridges for flush outlets in hollow stud wall, and adjustable steel channel fasteners for flush ceiling outlet boxes.
- K. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.
- L. Provide cast outlet boxes in exterior locations and wet locations.

### 3.3 PULL AND JUNCTION BOX INSTALLATION

- A. Locate pull boxes and junction boxes above accessible ceilings or in unfinished areas.
- B. Support pull and junction boxes independent of conduit.
- C. Set underground pull and junction boxes level and flush with finished grade.

END OF SECTION

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**SECTION 26 05 53**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SUMMARY**

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of identification for electrical equipment as shown or as specified.
- B. Work Included:
  - 1. Nameplates and tape labels
  - 2. Wire and cable markers
  - 3. Buried conduit markers

- B. SUBMITTALS: Provide submittals as required in section 26 05 10, "Submittal Process."**

**1.3 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance to the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. When requested, provide the manufacturer's certificates that confirm that materials meet or exceed minimum requirements as specified.

**PART 2 – PRODUCTS**

**2.1 MATERIALS**

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.
- C. Buried Conduit Marker: Continuous printed plastic tape.
- D. Outdoor Equipment Cables: Manufacturer's Standards
  - 1. Weather and sun resistant
  - 2. Vandal resistant

**2.2 EQUIPMENT AND RACEWAYS OVER 600 VOLTS**

- A. Provide "WARNING - HIGH VOLTAGE - KEEP OUT" signs on all equipment. With 2-inch high lettering, mark exposed raceways containing conductors operating in excess of 600 volts every 100 feet with the words "WARNING - HIGH VOLTAGE".

## 2.3 SPECIAL RACEWAY IDENTIFICATION

- A. Special Systems. Brady Series 55200, 2" wide, pipe banding tape or colored conduit.
  - 1. Fire alarm: red
  - 2. Telephone: blue
  - 3. Data/Communications: blue
  - 4. Low voltage controls: black
  - 5. Sound systems: yellow
  - 6. Clock systems: green

## 2.4 WIRE AND CABLE MARKERS

- A. Lighting and Power Circuit Wire Markers.
  - 1. Sizes #12 through 3/0 AWG. Brady SCN clip-sleeve wire markers.
  - 2. Sizes 4/0 AWG and larger. Brady HSA heat shrink sleeves, custom printed.
  - 3. Legends. Panel and circuit description; for example "EP1-1", "E1 - 2", "LPA-14".

## 2.5 EQUIPMENT AND WIRING DEVICE NAMEPLATES

- A. General: White core laminated plastic. White lettering on black background, same style throughout project.
- B. Emergency Equipment Nameplates: White lettering on red background.
- C. Fasteners: Stainless steel self-tapping screws. Use epoxy adhesive only when NEMA enclosure rating is compromised by screws and for wiring device nameplates.
- D. Switchboard, Motor Control Center, Panelboard, Dry-type Transformer and Control Panel Main Nameplate: 5/8" high block letters.
- E. Other Nameplates: 3/8" high block or condensed letters.
- F. Legends:
  - 1. General. Description as indicated on drawings, i.e., "PANEL EP-1", "XFRM ET-1", "TS-1".
  - 2. Voltage. Description of operating voltage, i.e., "120 Volts", "120/208 Volts", "208 Volts", "277/480 Volts", or "480 Volts", "Single Phase" or "Three Phase".
  - 3. Source: Description of source; i.e., "FED FROM PANEL EP-1, CKT. #1".
  - 4. Available fault current and data calculated.

- G. AIC Rating: Short Circuit current rating, fully rated; i.e., "10,000 Amperes, Fully Rated",

## 2.6 PANELBOARD CIRCUIT BREAKER IDENTIFICATIONS

- A. Manufacturer's standard labels supplied with panelboard.
- B. AIC Rating: Short circuit current rating, fully rated; i.e. "10,000 Amperes, Fully Rated".

## 2.7 EQUIPMENT CONTROL PANEL NAMEPLATES

- A. White core laminated plastic. White lettering on black background, same style throughout, 3/8" high block or condensed letters.

- B. Legends:
  - 1. Manufacturer's Short Circuit Current Rating (SCCR).

## 2.8 TERMINAL IDENTIFICATIONS

- A. Brady B-500 vinyl cloth pre-printed self-adhesive terminal markers. Legends: 1 through 96, A through Z.

## 2.9 FUSE IDENTIFICATION LABELS

- A. Obtain original label from fuse box or carton or from fuse manufacturer, indicating manufacturer's name, fuse type, voltage and ampere rating. Attach with contact cement.

## 2.10 GROUND TERMINAL AND BUS IDENTIFICATION

- A. Type: Green paint or dye, factory applied to terminal and bus.
- B. Self-Adhesive Label Legend: "Ground", "Ground Bus", "Equipment Ground Bus" or "Isolated Ground Bus."

## 2.11 EMERGENCY FIXTURE AND OUTLET IDENTIFICATION

- A. Self-adhesive red vinyl dots, 1/4" diameter. Brady QD-25-RD.

## 2.12 CONCEALED EQUIPMENT IDENTIFICATION

- A. Brady ceiling tacks, 7/8" diameter with 7/16" long point.
  - 1. Electrical equipment: #23255 (orange).
  - 2. Fire alarm equipment: #23252 (red).

## 2.13 UNDERGROUND DUCT RUNS

- A. Brady "Identoline" 6" wide over coated polyethylene film 3.5 mils thick, underground warning tapes.
  - 1. Electric line: #91296 (red)
  - 2. Telephone line: #91297 (orange)
  - 3. Customized: Orange
    - a. Fire alarm line
    - b. Communications line
    - c. Data line
    - d. Data/communications line
    - e. Security line
    - f. CCTV line

## 2.14 DUCT RUN MARKERS

- A. General.
  - 1. Construction: Class A concrete.
  - 2. Size: 6 inches square or round, 24 inches long. 45" chamfer on top edges.
  - 3. Markings: Impressed or cast Letter "D" and two arrows. Locate one arrow below letter, pointing to duct run. Locate second arrow at right of letters, pointing parallel to duct run.
  - 4. Marking sizes: V-shaped 1/4" wide at surface and 1/4" deep. 3" long for letter and arrow to right. 2" long for arrow below letter.
- B. Change of Direction Markers: Angle arrow to right of letter to correspond to angular change of duct run direction.

## 2.15 DISTRIBUTION TRANSFORMER WARNING SIGN

- A. Construction: Indoor/outdoor type, plastic or fiber glass, non-corrosive, impervious to weather.
- B. Legend: "Danger" upper legend, white block letters on red panel on black panel. "High Voltage" lower legend, black condensed block letters on white.
- C. Manufacturer: Brady, #71565.
- D. Size: 7 inches high x 10 inches wide.

## 2.16 GENERATOR WARNING SIGNS

- A. Construction: Indoor/outdoor type. Plastic or fiber glass, non-corrosive, impervious to weather.
- B. Legend: "Danger" upper legend white block letters on red panel on black panel. "Warning" middle legend, red block letters on white panel, underlined in red. "This machine is automatically controlled" lower middle legend, black condensed block letters on white panel. "It may start at any time" bottom legend, red block letters on white panel.
- C. Manufacturer: Brady, #47161.
- D. Size: 7 inches high x 10 inches wide.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Install nameplates, signs and labels, and engraved wall plates parallel to equipment lines. Embossed tape will not be permitted for any application.

### 3.2 INSTALLATION

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts using stainless steel screws. Secure nameplate to inside face of recessed panelboard doors in finished locations.
- D. Outdoor equipment labels shall be installed by the manufacturer as specified.

### 3.3 WIRE IDENTIFICATION

- A. Provide wire markers on each conductor in panelboard gutters, pull boxes, and junction boxes, and at load connection. Identify with branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

### 3.4 NAMEPLATE ENGRAVING SCHEDULE

- A. Provide nameplates to identify all electrical distribution and control equipment, and loads served. Letter Height: 1/4 inch for individual switches and loads served, 1/4 inch for distribution and control equipment identification.

### 3.5 EQUIPMENT NAMEPLATES

- A. General: Identify panelboards, dry-type transformers and control panels with nameplates showing descriptions or designations on Drawings.
- B. Identify disconnect and transfer switches with nameplates describing loads served and panelboard circuit controlling load.
- C. Identify conduits, connected to pull and junction boxes, with nameplates describing the complete circuit number of the conductors contained in each conduit.
- D. Identify receptacles, where the nominal voltage between contact pairs is greater than 150 volts, with nameplates describing the complete circuit number, voltage, and phases.
- E. Identify wall switches, where the equipment served is not in sight of the wall switch, with nameplates describing the equipment served by the wall switches.
- F. Locations.
  - 1. Switchboards, Motor Control Centers, Distribution Panelboards. Locate main nameplate in center over top wiring gutter. Locate individual nameplates for switches and starters centrally on device doors. Locate individual nameplates adjacent and to the side of circuit breakers.
  - 2. Lighting and Appliance Panelboards. Locate main nameplate in center of cover approximately 2" down from top of panel.
  - 3. Dry-type transformers. In middle of front cover panel.
  - 4. Receptacles and Wall Switches. On wall directly above device plate.
  - 5. Other equipment: In middle near top of equipment.

### 3.6 PANELBOARD CIRCUIT BREAKER IDENTIFICATIONS

- A. General. Attach numbered identification to each panelboard circuit breaker in space provided by manufacturer.
- B. Sequence. Arrange numbering to correspond to panelboard pole positions. For two pole breakers, number according to the upper pole only. For three pole breakers, number according to middle pole only. For multiple breakers occupying poles on both left and right side, number according to left side only.
- C. Numbering Convention. Number poles from top to bottom. Utilize consecutive odd numbers for left side and consecutive even numbers for right side.
- D. Separate Sub-feed Breakers. Number with last number of panelboard sequence.
- E. Circuit Directory. Prepare a neatly typed circuit directory behind clear heat resistant plastic in a metal frame attached to the inside of the door for each panelboard. Identify circuits by equipment served and by room numbers where room numbers exist. Indicate spares and spaces with light, erasable pencil marking. An adhesive mounted directory pocket is not acceptable.

### 3.7 BURIED CONDUIT OR DIRECT BURIED CABLE IDENTIFICATION

- A. Underground-Type Plastic Line Marker: Manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct-burial service; not less than 6" wide x 4 mils thick.

- B. Provide tape with printing of "Buried Electrical Conduit" or other similar warning. Install directly above buried conduit or cable one half the distance to conduit below finished grade.

END OF SECTION

**SECTION 26 27 26  
WIRING DEVICES**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

**1.2 SCOPE OF WORK**

- A. Provide labor, material, equipment, tools and services, and perform operations required for, and reasonably incidental to, the providing of wiring devices, including related systems and accessories.

**1.3 SUBMITTALS**

- A. Submit product data and shop drawings in accordance with Division 01 for products specified under PART 2 - PRODUCTS.
- B. Provide submittals as required in section 26 05 10, "Submittal Process."**

**1.4 REFERENCE STANDARDS**

- A. The wiring devices specified herein shall be designed, manufactured, tested and installed according to the latest version of the following standards:
  - 1. National Electrical Manufacturers Association (NEMA) WD-1
  - 2. Federal Specification (FS) WC-596
  - 3. Federal Specification (FS) WS-896
  - 4. Underwriters Laboratories (UL)
- B. All wiring devices shall be UL listed.

**PART 2 – PRODUCTS**

**2.1 ACCEPTABLE MANUFACTURERS**

- A. Digital switches: Acuity Controls or equal by Lutron, Leviton or Douglas Controls
- B. Conventional wiring devices: Pass & Seymour, Hubbell, Leviton or Cooper.

**2.2 RECEPTACLES**

- A. General
  - 1. Receptacles shall be standard style as indicated herein. They shall be constructed of high-impact resistant thermoplastic material with a nylon face and thermoplastic back body, white color. Unless noted otherwise, they shall be 2-pole, 3-wire with a green equipment ground screw or an automatic grounding system attached to the strap.
  - 2. Receptacle color shall be ivory unless noted otherwise.
- B. Specification Grade

1. Specification Grade receptacles shall be standard style. The face shall be constructed of a high-impact resistant thermoplastic. The contacts shall be a triple wipe, T-slot, one-piece copper alloy design. The device shall have a green ground screw or an automatic grounding system attached to the strap. The device shall be 20-ampere, 125-volts, NEMA configuration 5-20R, back and side-wired.
- C. Special purpose receptacles shall be of the specific NEMA configuration indicated on the Drawings.
- D. Ground Fault Circuit Interrupter (GFCI)
1. GFCI receptacles shall be a feed-through type wired for single receptacle protection thus not affecting receptacles downstream on the same circuit. They shall be UL rated Class 1 with 5-milliampere ground fault trip level and a 20-ampere feed-through rating. GFCI receptacles shall be NEMA configuration 5-20R.
- E. Isolated Ground (IG)
1. Isolated ground receptacles shall be standard style. The contacts shall be a triple wipe, T-slot, one-piece copper alloy design. The ground contacts shall be isolated from the mounting strap and conduit system. The device shall have a green ground screw that totally isolates the grounding contacts, and it shall require that the insulated ground conductor run uninterrupted to the neutral at the service entrance. The device shall also have an automatic grounding system and center rivet attached to the mounting strap allowing the use of a metal wall plate. The device shall carry an identifying triangle on the face to signify Isolated Ground. The device shall be 20-ampere, 125-volts, NEMA configuration 5-20R, back and side-wired, orange.

## 2.3 SWITCHES

- A. Digital Switch
1. Provide a Rocker Digital Switch by Lighting Control and Design
  2. Switch shall be 100% digital
  3. Switch shall have designer style controls
  4. Switch shall be capable of controlling switching, dimming and preset scenes.
  5. Switch shall be capable with the digital network lighting control system.

## 2.4 WALL PLATES

- A. Wall plates shall be provided for all switches, receptacles, blanks, telephone and special purpose outlets. The wall plates shall be of suitable configuration for the device for which it is to cover with color matched mounting screws. Color of the wall plates shall match the device, unless noted otherwise.
- B. Weatherproof: Wiring devices in wet and damp locations shall be installed with a hinged metal outlet cover/enclosure clearly marked "Suitable for Wet Locations While in Use" and "UL Listed". There shall be a gasket between the cover/enclosure and the mounting surface, and between the hinged cover and mounting plate/base to assure proper seal. The cover/enclosure shall employ stainless steel mounting hardware and be constructed of impact resistant polycarbonate. The cover/enclosure shall be specification grade as manufactured by Pass and Seymour or equal.

## PART 3 – EXECUTION

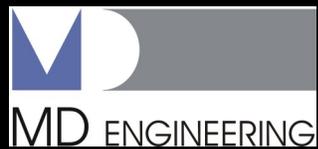
### 3.1 INSTALLATION OF WIRING DEVICES

- A. Each wiring device shall be mounted in a metallic outlet box. In general, devices in finished spaces shall be flush mounted and devices in unfinished spaces, i.e. mechanical and electrical equipment rooms shall be surface mounted. Verify the requirements of all spaces with the Architect.

- B. Wall Plates
  - 1. Each device shall have a cover plate appropriate for the application.
  - 2. Cover plates shall be installed true and plumb with building lines, mortar joints and architectural features.
  - 3. Adjacent devices shall be mounted under a common cover plate suitable for the application.
- C. Mount receptacles and special systems outlets above finish floor to the device centerline, unless noted or required otherwise.
- D. Place conductor under wiring device screw terminals and draw up snugly.
- E. Mount switches above finish floor to the device centerline and 6" from a door strike, unless noted or required otherwise.
- F. Grounding continuity shall be maintained between devices and metallic raceway system in addition to the green equipment grounding conductor run with circuit conductors. Care shall be taken when installing receptacles having an isolated ground pole so as to not bond the equipment ground conductor to the conduit system.
- G. Wire each receptacle using correct polarity (i.e., neutral to neutral terminal, etc.).
- H. Mount receptacles throughout the project with ground pole at the top of the configuration when mounted vertically, on the right when horizontally mounted.
- I. All exterior wiring devices shall be provided with a weatherproof cover/enclosure. Exterior receptacles shall be GFCI type.
- J. De-rate dimmer capacity as required by the manufacturer if side sections are removed.
- K. Run separate neutral wire for each phase of a three phase system when dimmers are installed on multiple phases and for each dimmer when multiple dimmers are installed on the same phase.
- L. Receptacles located in secure areas shall be GFCI type.

END OF SECTION

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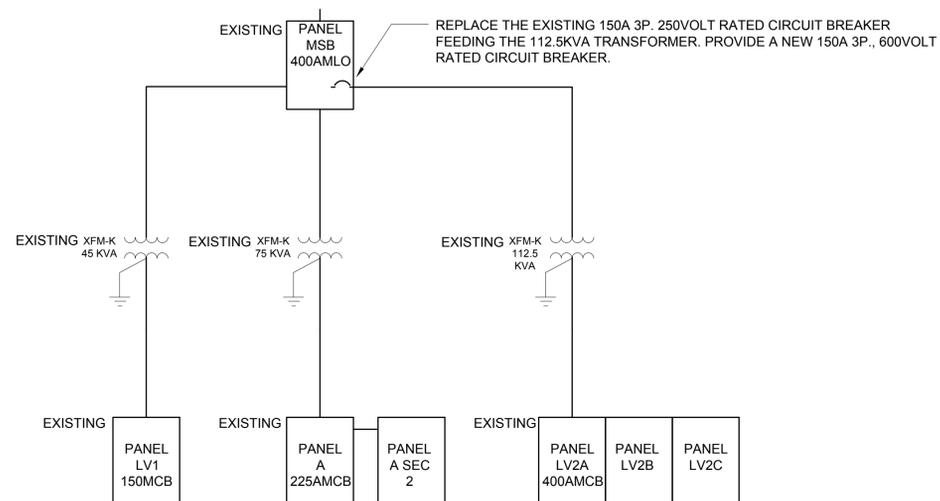


PANELBOARD SCHEDULE																							
MAIN SIZE: 400A				MAIN TYPE: MCB				SECTION 1		PANEL NAME: LV2-A													
AIC RATING: EX .000				MOUNTING: SURFACE				VOLTAGE: 208 /120V 3PH, 4W															
CKT	DESCRIPTION	LOAD (KVA)						AMP/ POLE	DESCRIPTION	CKT	LOAD (KVA)												
		LTG	RCPT	MTR	HEAT	KITC	MISC				MISC	KITC	HEAT	MTR	RCPT	LTG							
1	CHARGE DROP A	20/1	1.20					1 A 2		2													
3	CHARGE DROP A	20/1	1.20					3 B 4		4													
5	CHARGE DROP A	20/1	1.20					5 C 6		6													
7	CHARGE DROP A	20/1	1.20					7 A 8		8													
9	CHARGE DROP A	20/1	1.20					9 B 10		10													
11	CHARGE DROP A	20/1	1.20					11 C 12		12													
13	CHARGE DROP A	20/1	1.20					13 A 14		14													
15	CHARGE DROP A	20/1	1.20					15 B 16		16													
17	CHARGE DROP A	20/1	1.20					17 C 18		18													
19	CHARGE DROP A	20/1	1.20					19 A 20		20													
21	CHARGE DROP A	20/1	1.20					21 B 22		22													
23	CHARGE DROP A	20/1	1.20					23 C 24		24													
25	CHARGE DROP A	20/1	1.20					25 A 26		26													
27	UPS	30/2					2.20	27 B 28		28													
29								29 C 30		30													
31	CHARGE DROP B	20/1	1.20					31 A 32		32													
33	CHARGE DROP B	20/1	1.20					33 B 34		34													
35	CHARGE DROP B	20/1	1.20					35 C 36		36													
37	CHARGE DROP B	20/1	1.20					37 A 38		38													
39	CHARGE DROP B	20/1	1.20					39 B 40		40													
41	CHARGE DROP B	20/1	1.20					41 C 42		42													
TOTALS			0.00	22.80	0.00	0.00	0.00	2.20			0.00	0.00	0.00	0.00	25.20	0.00	TOTALS						

PANELBOARD SCHEDULE																							
MAIN SIZE: 400A A				MAIN TYPE: MLO				SECTION 2		PANEL NAME: LV2-B													
AIC RATING: EX .000				MOUNTING: SURFACE				VOLTAGE: 208 /277V 3PH, 4W															
CKT	DESCRIPTION	LOAD (KVA)						AMP/ POLE	DESCRIPTION	CKT	LOAD (KVA)												
		LTG	RCPT	MTR	HEAT	KITC	MISC				MISC	KITC	HEAT	MTR	RCPT	LTG							
1	CHARGER DROP B	20/1	1.20					1 A 2		2													
3	CHARGER DROP B	20/1	1.20					3 B 4		4													
5	CHARGER DROP B	20/1	1.20					5 C 6		6													
7	CHARGER DROP B	20/1	1.20					7 A 8		8													
9	CHARGER DROP B	20/1	1.20					9 B 10		10													
11	CHARGER DROP B	20/1	1.20					11 C 12		12													
13	CHARGER DROP C	20/1	1.20					13 A 14		14													
15	CHARGER DROP C	20/1	1.20					15 B 16		16													
17	CHARGER DROP C	20/1	1.20					17 C 18		18													
19	CHARGER DROP C	20/1	1.20					19 A 20		20													
21	CHARGER DROP C	20/1	1.20					21 B 22		22													
23	CHARGER DROP C	20/1	1.20					23 C 24		24													
25	CHARGER DROP E	20/1	1.20					25 A 26		26													
27	CHARGER DROP C	20/1	1.20					27 B 28		28													
29	CHARGER DROP C	20/1	1.20					29 C 30		30													
31	CHARGER DROP C	20/1	1.20					31 A 32		32													
33	CHARGER DROP C	20/1	1.20					33 B 34		34													
35	CHARGER DROP C	20/1	1.20					35 C 36		36													
37	CHARGER DROP C	20/1	1.20					37 A 38		38													
39	SPACE		1.20					39 B 40		40													
41	SPACE		0.00					41 C 42		42													
TOTALS			0.00	24.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	0.00	25.20	0.00	TOTALS						

PANELBOARD SCHEDULE																							
MAIN SIZE: 400A A				MAIN TYPE: MLO				SECTION 3		PANEL NAME: LV2-C													
AIC RATING: EX .000				MOUNTING: SURFACE				VOLTAGE: 208 /277V 3PH, 4W															
CKT	DESCRIPTION	LOAD (KVA)						AMP/ POLE	DESCRIPTION	CKT	LOAD (KVA)												
		LTG	RCPT	MTR	HEAT	KITC	MISC				MISC	KITC	HEAT	MTR	RCPT	LTG							
1	CHARG DROP D	20/1	1.20					85 A 86		2													
3	CHARG DROP D	20/1	1.20					87 B 88		4													
5	CHARG DROP D	20/1	1.20					89 C 90		6													
7	CHARG DROP D	20/1	1.20					91 A 92		8													
9	CHARG DROP D	20/1	1.20					93 B 94		10													
11	CHARG DROP D	20/1	1.20					95 C 96		12													
13	CHARG DROP E	20/1	1.20					97 A 98		14													
15	CHARG DROP D	20/1	1.20					99 B 100		16													
17	CHARG DROP D	20/1	1.20					101 C 102		18													
19	CHARG DROP D	20/1	1.20					103 A 104		20													
21	CHARG DROP D	20/1	1.20					105 B 106		22													
23	CHARG DROP D	20/1	1.20					107 C 108		24													
25	TAB ROOM	20/1	0.36					109 A 110		26													
27	TAB RM EAST PR	20/1	0.30					111 B 112		28													
29	PRINT CENTR EAST	20/1	0.36					113 C 114		30													
31	FORK LIFT						7.20	115 A 116		32													
33		25/3						117 B 118		34													
35								119 C 120		36													
37	KITCHEN REC	20/1						121 A 122		38													
39	QUAD EAST WALL	20/1						123 B 124		40													
41	CHARG DROP D	20/1	1.20					125 C 126		42													
TOTALS			0.00	16.62	0.00	0.00	0.00	7.20			0.00	0.00	0.00	0.00	25.20	0.00	TOTALS						

**02** PANEL SCHEDULES  
SCALE: NTS



**01** RISER  
SCALE: NTS

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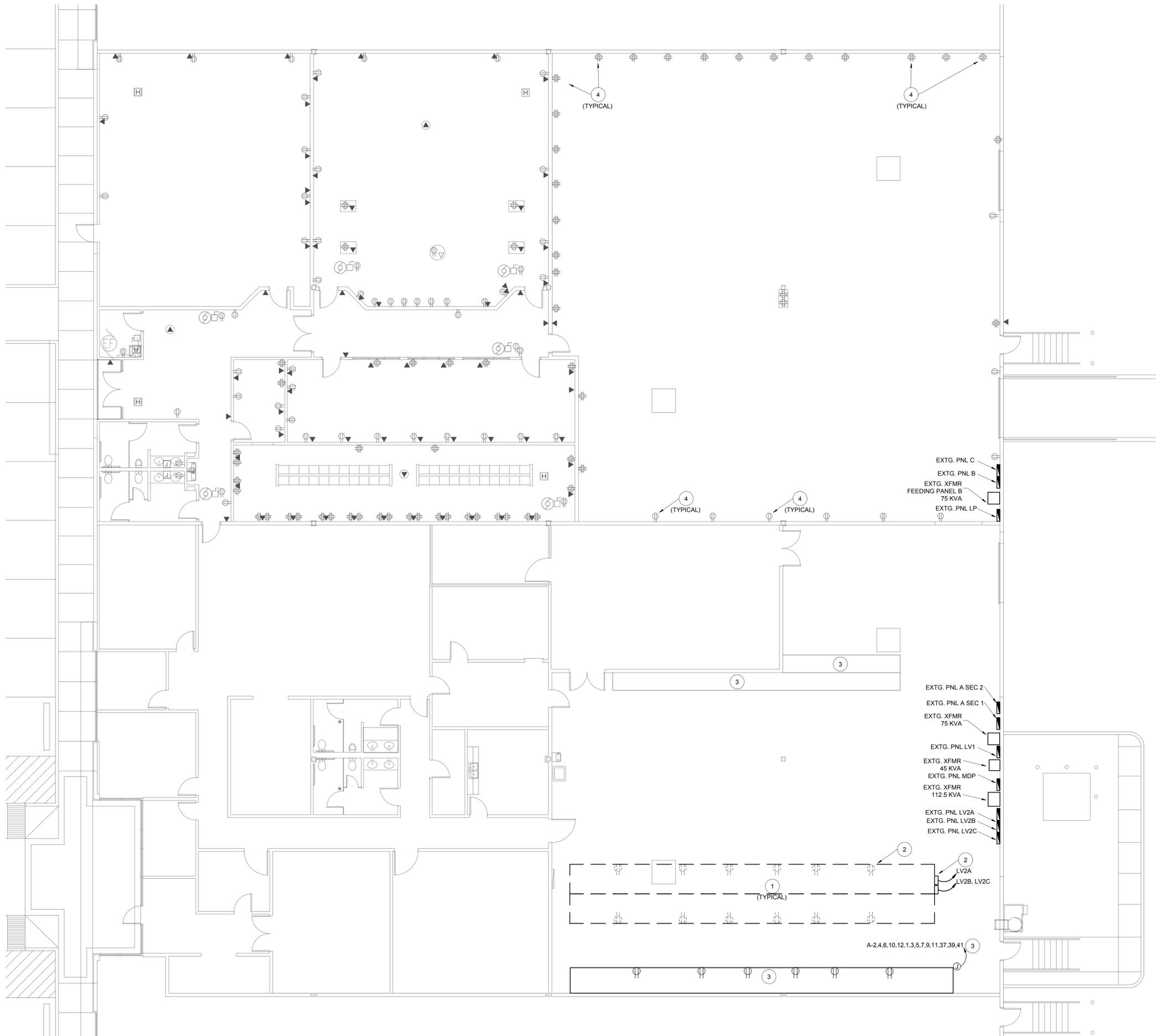
**CCE MACHINE CHARGERS**  
2010 REDBUD BLVD  
MCKINNEY, TX. 75069



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**17940**

Sheet No.  
**E0.1**



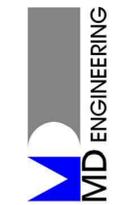
### GENERAL NOTES

1. VERIFY ALL MOUNTING HEIGHTS OF RECEPTACLES ABOVE MILLWORK WITH ARCHITECTURAL PLANS.
2. EXACT MECHANICAL EQUIPMENT LOCATIONS AND TYPE SHALL BE COORDINATED WITH MECHANICAL PLANS AND MECHANICAL CONTRACTOR.
3. ALL CONDUIT AND/OR WIRING SHALL BE INSTALLED BETWEEN THE BOTTOM AND TOP OF CORD OF JOIST. DO NOT INSTALL CONDUIT WITHIN 3'-0" OF ANY A/C UNITS UNLESS THE CONDUIT AND/OR WIRING SERVICES THE A/C UNIT.
4. ALL RECEPTACLES AND BOXES REMOVED FROM DEMOLITION OF SHELVING SHALL BE RETURNED TO OWNER.

### DEMO NOTES BY SYMBOL "○"

1. SHELVING TO BE REMOVED AND RELOCATED. REFER TO SHEET E3.1 FOR NEW LOCATIONS. COORDINATE WITH OWNERS REPRESENTATIVE FOR SETUP REQUIREMENTS.
2. REMOVE ALL ELECTRICAL CONDUIT, PULLBOXES, BACKBOXES AND CIRCUITS FROM SHELVING. TAKE CIRCUITS BACK TO ABOVE FEEDER PANEL. PREPARE CIRCUITS TO FEED NEW OVERHEAD DROPS. DELIVER ELECTRICAL OUTLETS TO OWNER AS DIRECTED.
3. SHELVING AND POWER TO REMAIN.
4. RECEPTACLES TO REMAIN IN THESE AREAS.

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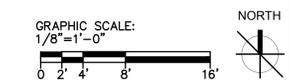


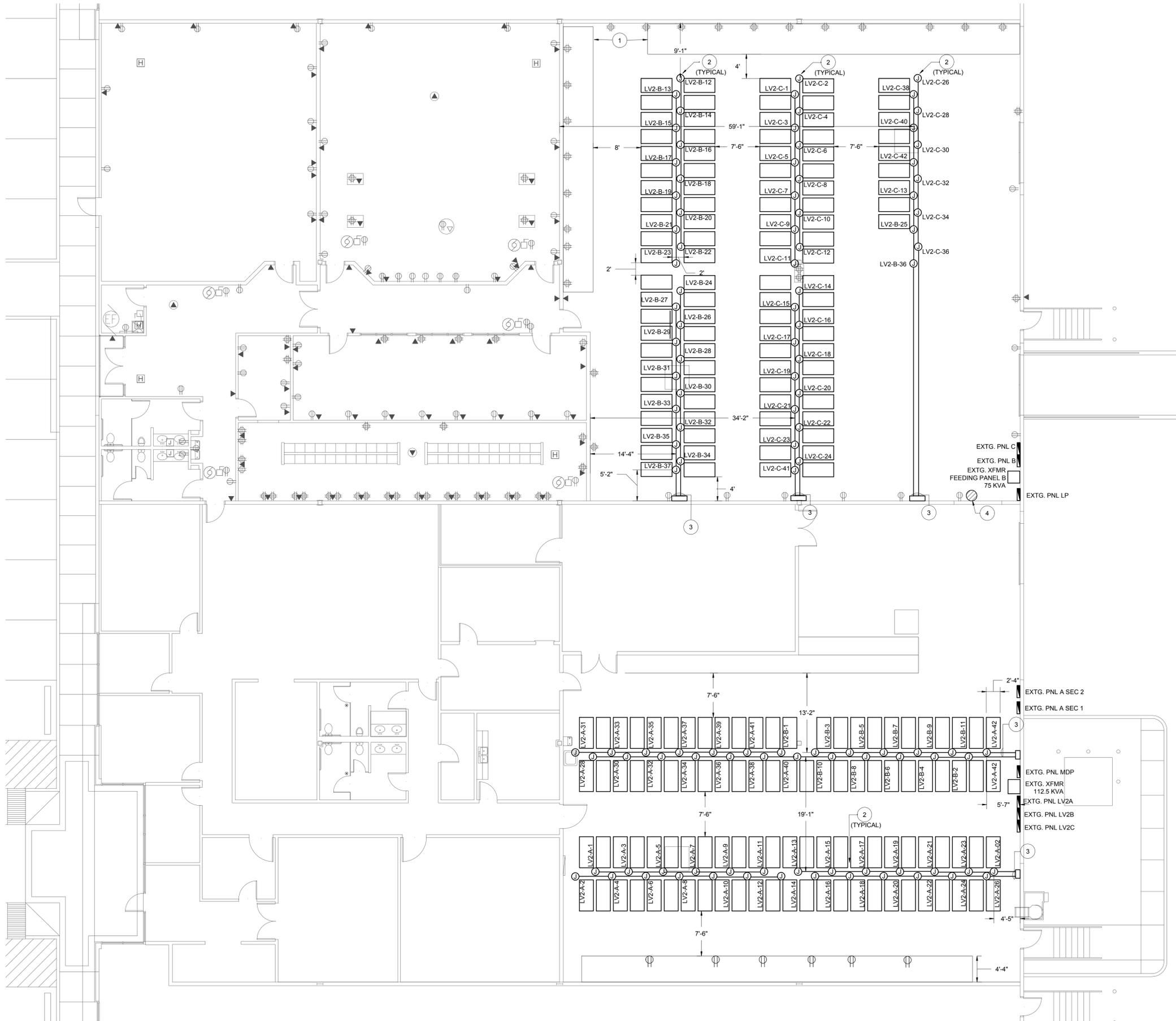
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**DEMO POWER FLOOR PLAN**  
**ED3.1**

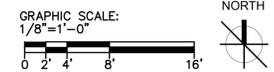




**NOTES BY SYMBOL "○"**

1. RELOCATED SHELVING. FOR THE BOTTOM SHELVING, PLACE RACK HEIGHT AT 80" AFF. THIS HEIGHT IS FOR THE AVAILABILITY TO PLACE VOTING BLUE BOXES UNDER SHELVING.
2. FOR POWER DROPS TO TWO BLUE BOXES, PROVIDE A UNISTUT TRAPEZIUMS RACK SYSTEM. REFER TO DETAIL SHEET E5.1/01. FOR FURTHER REQUIREMENTS.
3. TO MEET THE DERATING FOR NUMBER OF CURRENT CARRYING CONDUCTORS AND VOLTAGE DROP, PROVIDE 6#10H 6#10N 1#10G 1" C. TO THE (HOME RUN) FIRST J-BOX. FROM THERE EACH J-BOX WILL GET A DEDICATED HOT, NEUTRAL AND GROUND. CONNECT (6) J-BOX DROPS ARE IN A RUN. REDUCE THE CONDUIT TO A 3/4" AS WIRE FILL ALLOWS. REFER TO DETAIL SHEET E5.1/02 FOR CORD DROP REQUIREMENTS.
4. AIR COMPRESSOR - AT PANEL 'LP' PROVIDE 20A, 480 VOLT CIRCUIT. 20/3 BREAKER, 3#12, 1#12G, 3/4" C, 30/3 NEMA, NON FUSED HEAVY DUTY DISCONNECT SWITCH.

**01 POWER AND AIR DROPS**  
SCALE: 1/8"=1'-0"



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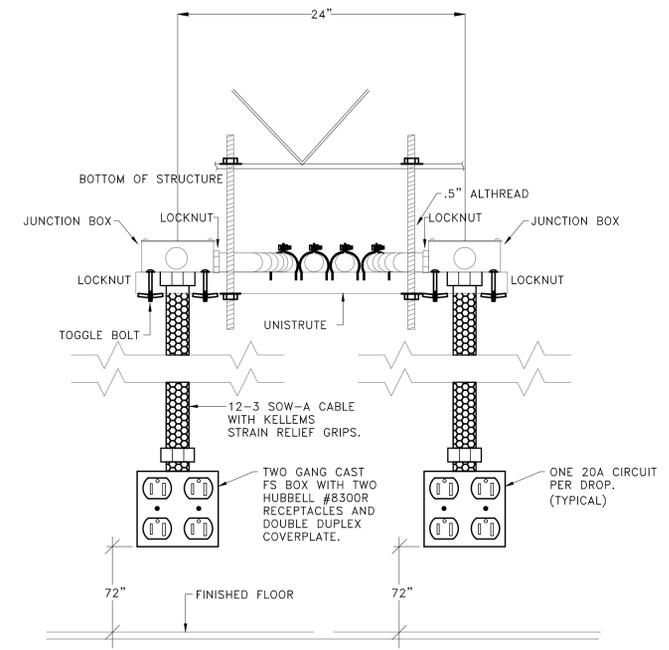


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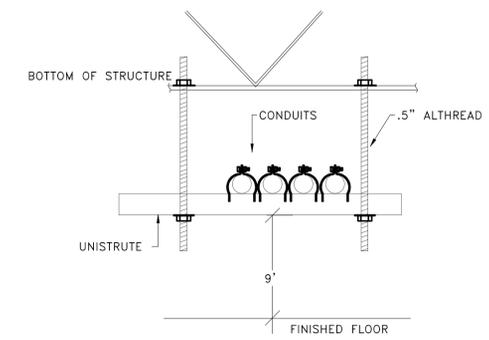
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02	STRUT J-BOX DROP OUTLET	SCALE:
		NTS



01	UNISTRUT CONDUIT RACK	SCALE:
		NTS

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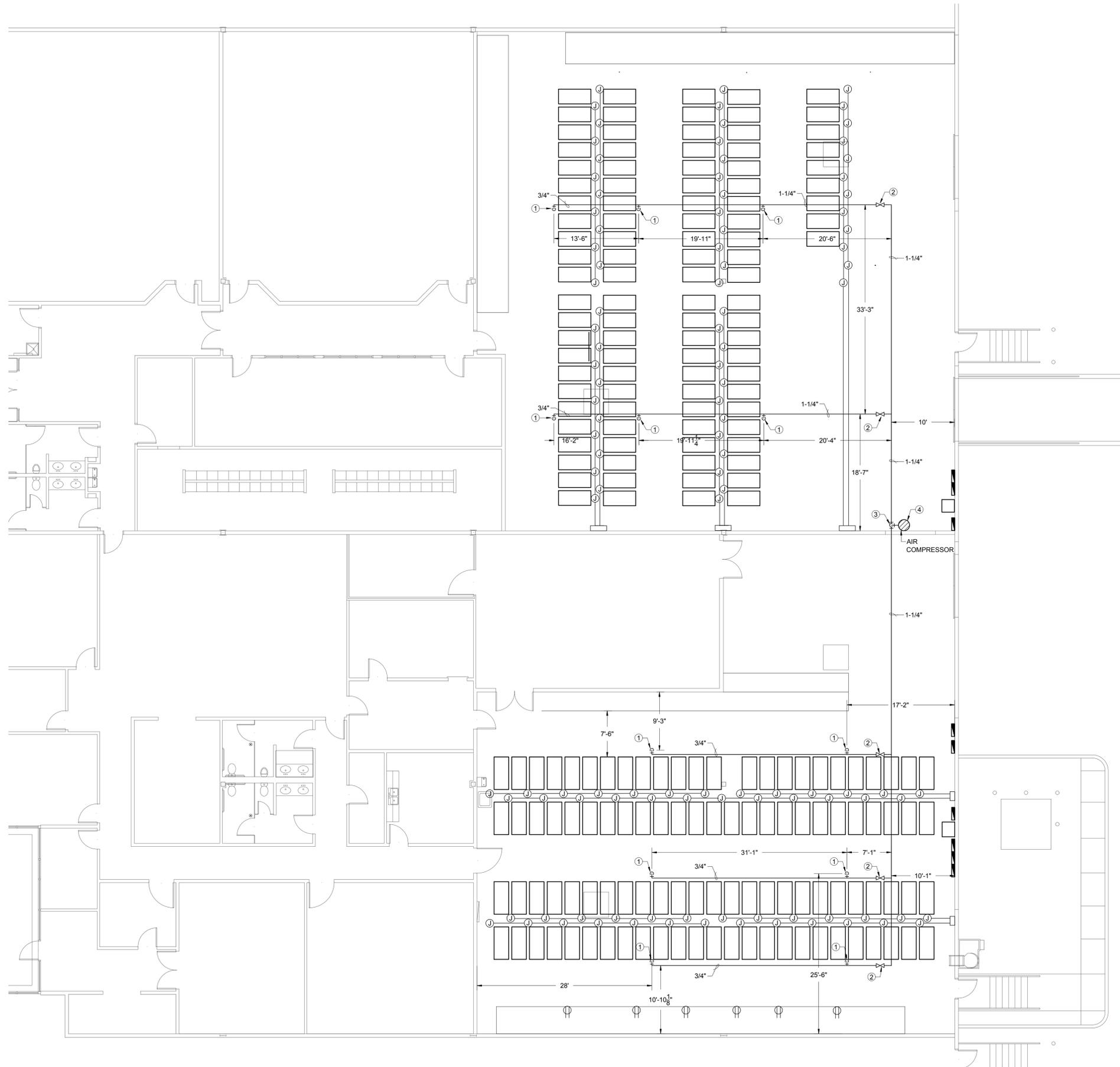
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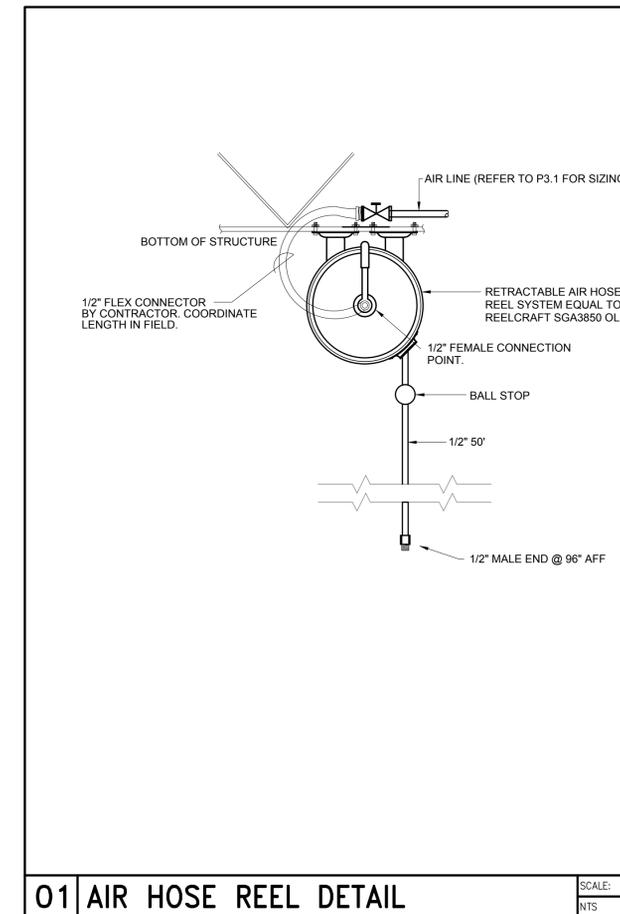
**01 COMPRESSED AIR PLAN**  
SCALE: 1/8"=1'-0"

**GENERAL NOTES**

1. REFER TO MP0.0 FOR GENERAL PLUMBING NOTES, ABBREVIATIONS, AND SYMBOLS.
2. ALL PLUMBING SHALL BE AS HIGH AS POSSIBLE.
3. COORDINATE ALL PIPING AND FIXTURES WITH ALL OTHER TRADES BEFORE WORK BEGIN.

**NOTES BY SYMBOL "O"**

1. AT JOIST MOUNT SPRING RETURN AIR HOSE REEL, MODEL#SGA3850 OLP, 1/2", 50FT SPRING RETURN HOSE REEL, 232 PSI, REFER TO THIS SHEET FOR MOUNTING DETAIL. EXTEND HOSE FOR AIR DROPS TO BE LOCATED 96" A.F.F. NEXT TO RACKS TO PREVENT DAMAGE FROM FORKLIFT. PROVIDE QUICK CONNECT FITTINGS ON END OF PIPE AND CONNECT TO RACK SYSTEM.
2. PROVIDE ISOLATION VALVE FOR EACH BRANCH. ISOLATION VALVE SHALL BE FULL PORT BALL VALVE RATED FOR 200 PSI.
3. ROUTE 1-1/2" LINE UP WALL TO FIELD COMPRESSED AIR SYSTEM.
4. FURNISH AND INSTALL 480 VOLT, 3-PHASE - ELECTRICAL VERTICAL TANK MOUNTED 7.5 HP - AIR COMPRESSOR, 80 GALLON. COMPRESSOR SHALL BE EQUAL TO INGERSOLL RAND, MODEL 2475N7.5D. PROVIDE WITH MANUAL DRAIN VALVE, MOTOR STARTER, PRESSURE GAUGE, AND PRESSURE SAFETY VALVE. COORDINATE LOCATION WITH ALL TRADES AND PROVIDE MAINTENANCE CLEARANCE.



**01 AIR HOSE REEL DETAIL**

SCALE:  
NTS

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