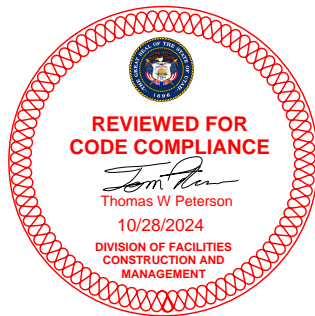




**Davis Technical College**  
**Welding Technology Building**  
**DFCM Project No. 24378220**

**Project Manual**  
**August 26, 2024**

**Bid Package #1**



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Division of Facilities Construction and Management

**GENERAL CONDITIONS**

August 31, 2020

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# GENERAL CONDITIONS

August 31, 2020

THESE GENERAL CONDITIONS (“General Conditions”) are part of and subject to the Contractor’s Agreement (defined below) between DFCM (defined below) and Contractor (defined below).

## ARTICLE 1. GENERAL PROVISIONS.

### 1.1 DEFINITIONS.

**ARCHITECT/ENGINEER OR A/E.** “Architect / Engineer” or “A/E” means the person or entity practicing as a design professional, including architect, engineer, interior designer, and/or landscape architect, retained under separate agreement with DFCM to act on behalf of DFCM according to the Contract Documents (defined below) and the A/E’s employees, representatives and consultants. For Work (defined below) where there is no A/E hired by DFCM, references in these General Conditions to A/E shall be deemed to refer to DFCM’s Representative.

**ADDENDA.** “Addenda” means the written or graphic instruments issued prior to the execution of the Contractor’s Agreement (defined below) that clarify, correct, or change the bidding documents or the Contract Documents.

**A/E’s SUPPLEMENTAL INSTRUCTION OR ASI.** “A/E’s Supplemental Instruction” or “ASI” means a supplemental instruction issued by the A/E to Contractor that results in a clarification, correction, or minor change in the Work and does not affect the Contract Time (defined below) or the Contract Price (defined below).

**AMENDMENT.** “Amendment” means any document or communication that changes (or purports to change) the terms of Contractor’s Agreement and/or the General Conditions, except as to: (1) scope of the Work; (2) Contract Price; and/or (3) Contract Time. With the exception of Supplemental General Conditions (defined below), no Amendment shall be valid and/or binding on DFCM unless: (1) the Amendment is set forth in a separate document, clearly titled “Amendment”; and (2) the Amendment is specifically and expressly accepted in writing by the Director (defined below).

**BID.** “Bid” means the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BONDS.** “Bonds” means collectively the bid bond, performance bond, payment bond, and any other instruments of security.

**CHANGE ORDER.** “Change Order” means a written instrument signed by both DFCM and Contractor, issued after the execution of the Contractor’s Agreement on DFCM’s form, authorizing: (1) a change in the Work; (2) an adjustment of the Contract Price; and/or (3) an adjustment of the Contract Time.

**CLAIM.** “Claim” means a dispute, demand, assertion or other matter submitted by Contractor, including a subcontractor at any tier, subject to the provisions of these General Conditions. The claimant may seek, as a matter of right, modification, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A request for Preliminary Resolution Effort (“PRE”) (defined below) shall not be considered a “Claim”. A request for an amendment of the Contract Documents, requested Change Order or a Construction Change Directive (“CCD”) (defined below) is not a PRE or Claim unless agreement cannot be reached, and the procedures of these General Conditions are followed.

**CONSTRUCTION CHANGE DIRECTIVE.** “Construction Change Directive” means a written order signed by DFCM, issued after execution of the Contractor’s Agreement, directing Contractor to perform a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price and/or Contract Time.

**CONTRACT DOCUMENTS.** “Contract Documents” means collectively Contractor’s Agreement, these General Conditions of Contractor’s Agreement, applicable Supplemental General Conditions, Drawings (defined below), Specifications (defined below), Addenda, other documents listed in the Contractor’s Agreement, authorized Amendments and Supplementary Conditions and Modifications (defined below) issued after execution of the Contractor’s Agreement. The Contract Documents shall also include the bidding/proposal documents, including the Instructions to Bidders/Proposers, Notice to Contractors and the Bid/Proposal Form, to the extent not in conflict with the other above-stated Contract Documents and other documents and oral representations which are memorialized in writing and documented as an attachment to the Contractor’s Agreement.

**CONTRACT PRICE.** “Contract Price” means the total amount payable by DFCM to Contractor for performance of the Work, including any authorized changes in the Work.

**CONTRACT TIME.** “Contract Time” means the time within which Contractor shall complete the Work, including any authorized changes in the Work

**CONTRACTOR.** “Contractor” means the person or entity identified as such in the Contractor’s Agreement. As used in the Contract Documents, “Contractor” includes Contractor’s employees, agents, representatives, subcontractors at any tier, and any other third party hired by Contractor to perform a portion of the Work and is referred to throughout the Contract Documents as if singular in number.

**CONTRACTOR’S AGREEMENT.** “Contractor’s Agreement” means, unless the context requires otherwise, the agreement executed by the Contractor and DFCM for the Work.

**DAY.** “Day” or “days” means calendar day unless otherwise specifically defined.

**DEFECTIVE.** “Defective” is an adjective which when modifying the word “Work” refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any inspection, referenced standard, code, test or approval referred to in the Contract Documents, or which fails to meet generally accepted craft standards, or which has been damaged.

**DIRECTOR.** “Director” means the Director of the Division of Facilities Construction and Management, unless the context requires otherwise. Director may include a designee selected by the Director for a particular function described in the Contract Documents.

**DFCM.** “DFCM” means the State of Utah, Division of Facilities Construction and Management. Unless the context requires otherwise, DFCM is the “Owner” as that term is commonly understood in the construction industry.

**DRAWINGS.** “Drawings” means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work and generally includes drawings, elevations, sections, details, schedules, and diagrams, including electronic copies.

**EXECUTIVE DIRECTOR.** “Executive Director” means the Executive Director of the Utah Department of Administrative Services, including unless otherwise stated, the Executive Director’s duly authorized designee.

**FINAL COMPLETION.** “Final Completion” means the date when all Work to be performed by Contractor has been completed and accepted in writing by DFCM.

**INSPECTION.** “Inspection” or its derivatives means a review of the Work, including but not limited to a visual review of the Work completed to date to ascertain if the Work is in accordance with the Contract Documents, including all applicable building codes and construction standards.

**MODIFICATION.** “Modification” means: (1) a Change Order; (2) a Construction Change Directive; or (3) an ASI. Contractor’s Agreement may be amended or modified only by: (1) an authorized Amendment; or (2) a Modification.

**NOTICE TO PROCEED.** “Notice to Proceed” means a document prepared by DFCM that authorizes Contractor to commence Work. It shall be deemed issued upon being sent by DFCM to Contractor’s address specified in Contractor’s Bid.

**PRELIMINARY RESOLUTION EFFORT OR PRE.** “Preliminary Resolution Effort” or “PRE” means the processing of a request for preliminary resolution or any similar notice about an issue that could potentially lead to a Claim and is prior to reaching the status of a Claim.

**PRODUCT DATA.** “Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

**PROPOSAL REQUEST OR PR.** “Proposal Request” or “PR” means a request made by DFCM to Contractor requesting a proposal to resolve an issue as part of the Change Order process.

**PROPOSED CHANGE ORDER OR PCO.** “Proposed Change Order” or “PCO” means a request by Contractor submitted to the DFCM Representative to commence the Change Order process. It shall not be considered a “PRE” or a “Claim”. The PCO may be related to any potential or actual delay, disruption, unforeseen condition or any other matter for which Contractor intends to seek an increase in the Contract Price and/or extension of the Contract Time.

**REQUEST FOR INFORMATION OR RFI.** “Request for Information” or “RFI” means a written request from Contractor to the A/E seeking information, direction, or clarification related to the Contract Documents, including Drawings and/or Specifications.

**RULE.** “Rule”, unless the context requires otherwise, means a rule of the Utah Administrative Code.

**SALES TAX AND/OR USE TAX.** “Sales Tax” and/or “Use Tax”, unless the context requires otherwise, means the sales tax and/or use tax collected or to be collected by the Utah State Tax Commission and shall

include any sales and/or use tax that the Utah State Tax Commission collects on behalf of any special district, local government, or political subdivision.

**SAMPLES.** “Samples” mean physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work shall be judged.

**SHOP DRAWINGS.** “Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by Contractor, or a subcontractor at any tier, manufacturer, supplier or distributor to illustrate some portion of the Work.

**SPECIFICATIONS.** “Specifications” means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, installation and workmanship for the Work and performance of related systems and services.

**SUBCONTRACTOR.** “Subcontractor” means any person or entity under contract with Contractor to provide services or labor for the Work. “Subcontractor” includes a trade contractor or specialty contractor. “Subcontractor” does not include suppliers who provide only materials, equipment or supplies to Contractor or a Subcontractor. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term “Sub-subcontractor” means a person or entity that has a contract with a Subcontractor to provide services or labor for the Work and also includes all lower tier sub-subcontractors. The terms “Subcontractor” and “Sub-subcontractor” do not include a separate contractor retained by DFCM or subcontractors or sub-subcontractors of a separate contractor retained by DFCM.

**SUBSTANTIAL COMPLETION.** “Substantial Completion” and its derivatives means the date certified in accordance with *Section 9.3*\* when the Work, or a designated portion thereof, is sufficiently complete, and any lack of completion or performance does not materially interfere with DFCM’s intended use of the Work, in accordance with the Contract Documents, so that DFCM can occupy and use the Work for its intended use. DFCM’s “intended use” or “occupy” as used in this definition, shall include any intended use or occupation by any agency or entity that DFCM intends to use or occupy the Work.

*\*Revised numbering from ‘Section 9.2’ to ‘Section 9.3’ as of 07122023.*

**SUPPLEMENTAL GENERAL CONDITIONS.** “Supplemental General Conditions” means the Supplemental General Conditions identified on DFCM’s website, [dfcm.utah.gov](http://dfcm.utah.gov), applicable to the Work, if any, that supplements these General Conditions. Supplemental General Conditions are authorized Amendments.

**SUPPLEMENTARY CONDITIONS.** “Supplementary Conditions” means the part of the Contract Documents, if any, that amends or supplements these General Conditions and/or applicable Supplemental General Conditions. Supplementary Conditions, if authorized, are an Amendment.

**WORK.** “Work” means the construction, services, supervision, labor, tools, equipment, materials, products and transportation, to be furnished by Contractor, so as to fulfill the Contractor’s obligations as required by the Contract Documents.

## **ARTICLE 2. DFCM.**

### **2.1 INFORMATION AND SERVICES REQUIRED OF DFCM.**

**2.1.1 DFCM’S REPRESENTATIVE.** DFCM shall designate a representative authorized to act on behalf of DFCM with respect to the Work (“DFCM’s Representative”). Unless the context requires otherwise, “DFCM’s Representative” is the “Owner’s representative” as that term is commonly understood in the construction industry. DFCM’s Representative shall have authority to review and approve the Work, including

the time schedule for completion, and the authority (but not a duty) to stop the Work for any reason, including, without limitation, unsafe conditions, or to direct Contractor to remedy, repair, or replace any Work, if necessary, to ensure its proper execution. DFCM and DFCM's Representative shall endeavor to render decisions pertaining to documents submitted by the A/E and/or Contractor to avoid a delay in the orderly and sequential progress of the Work. Contractor shall be responsible for time lost and the cost of correcting Work that in DFCM's judgment was executed improperly. DFCM shall be the final interpreter of the Contract Documents; the decision of DFCM in the absence of arbitrary or capricious conduct shall be conclusive. Notwithstanding anything to the contrary in the Contract Documents, DFCM's approval shall not relieve Contractor of Contractor's sole responsibility for the Work.

**2.1.2 SPECIALISTS AND INSPECTORS.** DFCM shall provide building inspection services in accordance with the applicable building codes, including routine and special inspections unless otherwise noted in the Contract Documents. DFCM may assign an inspector or specialist to note deviations from, or necessary adjustments to, the Contract Documents or to report deficiencies or defects in the Work. The inspector's or specialist's activities in no way relieve Contractor from the responsibilities set forth in the Contract Documents.

**2.1.3 SURVEYS AND LEGAL DESCRIPTION.** Except to the extent not applicable to the type of Work to be performed pursuant to Contractor's Agreement, DFCM shall furnish surveys describing physical characteristics, legal limitations and utility locations for the Work site, and a legal description of the Work site. The Contractor shall be entitled to rely on the accuracy of such survey information furnished by DFCM but shall exercise proper precautions relating to the safe performance of the Work. The Contractor recognizes that the exact location of underground or hidden utilities, plumbing and electrical runs may be somewhat different from the location indicated on such surveys furnished by DFCM or in the Contract Documents. The Contractor shall exercise reasonable skill and care to locate underground or hidden utilities, plumbing and electrical runs that are to remain to prevent damage thereto. The Contractor shall review the survey information provided by DFCM and shall promptly provide written notice to DFCM of any survey information that Contractor knows or discovers to be inaccurate.

**2.1.4 PROMPT INFORMATION AND SERVICES.** Upon receipt of a written request from Contractor, DFCM shall endeavor to furnish information or services under DFCM's control with reasonable promptness to avoid delay in the orderly progress of the Work.

**2.1.5 COPIES OF CONTRACT DOCUMENTS.** Unless otherwise provided in the Contract Documents, DFCM shall provide or make available to Contractor, free of charge, paper or electronic copies of Contract Documents, as determined by DFCM, as are reasonably necessary for execution of the Work. DFCM's website may also provide Contract Documents for the Work.

## **2.2 CONSTRUCTION BY DFCM OR BY SEPARATE CONTRACTORS.**

**2.2.1 DFCM'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS.** DFCM reserves the right to enter into contracts with third parties in connection with the Work and to perform construction or other activities itself on or about the Work site.

**2.2.2 COORDINATION OF WORK.** Contractor shall afford DFCM and the separate contractors or subcontractors retained by DFCM adequate opportunity for the introduction and storage of their materials and equipment and the execution of their work. Contractor shall properly connect and coordinate the Work with the work of DFCM and separate contractors or subcontractors.

**2.2.3 COORDINATION OF SCHEDULES.** Contractor shall cooperate with DFCM and any separate contractors and subcontractors hired by DFCM in performing the Work so that all portions of the Work may be completed in the shortest possible time within normal working hours. Contractor shall furnish separate contractors and subcontractors full information regarding time schedules for Contractor's Work. Contractor

shall coordinate the Work with the workers who may be retained by DFCM, all separate contractors and subcontractors, and their activities in the vicinity of the Work site.

**2.2.4 REPORTING PROBLEMS TO DFCM.** If part of Contractor's Work depends on work by DFCM or a separate contractor, Contractor shall, prior to proceeding with that portion of the Work, promptly report in writing to DFCM any apparent defects in workmanship of the work of DFCM and/or such separate contractor that would render it unsuitable for proper execution of the Work. Failure of Contractor to report defects shall constitute an acknowledgment that DFCM's or the separate contractor's completed or partially completed work is fit and proper to receive Contractor's Work, except as to defects in workmanship not then reasonably discoverable.

**2.2.5 CONTRACTOR REMEDIAL WORK.** If Contractor causes damage to the work of DFCM or any separate contractors or subcontractors, Contractor shall promptly remedy such damage and shall use all reasonable efforts to promptly negotiate a settlement with DFCM and such separate contractors and subcontractors.

### **ARTICLE 3. A/E.**

#### **3.1 A/E'S ADMINISTRATION OF THE CONTRACT.**

**3.1.1 IN GENERAL.** The A/E shall assist DFCM in administering the Contract in accordance with the Contract Documents. The A/E shall have authority to act on behalf of DFCM, but only to the extent provided in the Contract Documents and/or A/E's agreement with DFCM.

#### **3.1.2 SITE VISITS.**

**3.1.2.1** Site visits or inspections by the A/E or DFCM shall in no way limit or affect Contractor's responsibility to comply with all the requirements and the overall design concept of the Contract Documents as well as all federal, state, and local laws, rules, regulations, ordinances and orders of public authorities applicable to the Work.

**3.1.2.2** The A/E shall promptly submit to DFCM a written report subsequent to each site visit detailing the visit.

**3.1.3 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION.** Except as authorized by DFCM or as otherwise provided in the Contract Documents, including these General Conditions, the A/E and Contractor shall communicate through DFCM on issues regarding the timing of the Work, cost of the Work, and scope of the Work. Communications by and with the A/E's consultants shall be through the A/E. Communications by and with Subcontractors shall ordinarily be through Contractor. Communications by and with separate contractors shall be through DFCM.

**3.1.4 A/E MAY REJECT WORK, ORDER INSPECTIONS, TESTS.** The A/E shall have the authority to reject Work which, based upon the A/E's knowledge or what may be reasonably inferred from the A/E's site observations and review of data, does not conform to the Contract Documents. Whenever the A/E considers it necessary or advisable for implementation of the intent of the Contract Documents, the A/E shall have the authority to require additional inspections or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed; however, the A/E must obtain DFCM's prior written approval of any such additional inspections or testing. Neither this authority of the A/E nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the A/E to Contractor, Subcontractors, their agents or employees or other persons performing portions of the Work, including separate contractors. If Contractor disputes the rejection of any

Work and the correction thereof shall involve additional cost or time, it shall be DFCM's option to accept such Work whether it shall be conforming or nonconforming.

### **3.1.5 A/E REVIEW OF CONTRACTOR'S SUBMITTALS.**

**3.1.5.1** Contractor shall submit Shop Drawings, Product Data, and Samples and other submittals required by the Contract Documents to the A/E as required by the approved submittal schedule.

**3.1.5.2** The A/E shall review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the purpose of checking for conformance with the information and design concepts expressed in the Contract Documents. A/E action taken on a submittal shall not constitute a Modification.

**3.1.5.3** The A/E's action shall be taken no later than fourteen (14) days following A/E's receipt of the submittal, unless agreed to otherwise by Contractor and DFCM, in order to avoid a delay in the Work of Contractor or of separate contractors while allowing sufficient time in the A/E's professional judgment to permit adequate review.

**3.1.5.4** Review of such submittals shall not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor as required by the Contract Documents.

**3.1.5.5** The A/E's review of Contractor's submittals shall not relieve Contractor of Contractor's obligations under the Contract Documents.

**3.1.5.6** The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences, or procedures.

**3.1.5.7** The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**3.1.5.8** When professional certification of performance characteristics of materials, systems, or equipment is the responsibility of the Contractor under the Contract Documents, the A/E shall be entitled to rely upon such certifications to establish that the materials, systems or equipment shall meet the performance criteria required by the Contract Documents.

**3.2 OWNERSHIP AND USE OF A/E'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS.** All Drawings, Specifications, and other documents prepared by the A/E for the Work are and shall remain the property of DFCM, and DFCM shall retain all common law, statutory, and other reserved rights with respect thereto. Said documents are intended for use as an integrated set for the Work. Neither Contractor nor A/E shall modify or use Contract Documents on any other project without the prior written consent of DFCM. Any such non-permissive use or modification by Contractor, Contractor's Subcontractors at any tier, or anyone else for whose acts Contractor is liable, shall be at Contractor's sole risk. To the fullest extent permitted by law, Contractor shall release, indemnify, hold harmless, and defend DFCM, and require all Subcontractors to release, indemnify, hold harmless, and defend DFCM, from and against any and all liabilities, claims, demands, actions, damages, losses, and expenses, including but not limited to attorney fees and costs of litigation, arising out of such non-permissive use or modification by Contractor or its Subcontractors. Contractor, including its Subcontractors, are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the A/E appropriate to and for use in the execution of the Work. Contractor shall preserve the copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the A/E for the Work, on all copies. Submittals or distributions

necessary to meet official regulatory requirements or for other purposes relating to the Work shall not be construed as a publication in derogation of DFCM's copyright or other reserved rights.

#### **ARTICLE 4. CONTRACTOR.**

##### **4.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.**

**4.1.1 REVIEW OF DOCUMENTS.** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by DFCM and shall at once report to DFCM and A/E all errors, omissions, inconsistencies and/or ambiguities discovered. Contractor shall not be liable to DFCM or A/E for damage resulting from errors, omissions, inconsistencies and/or ambiguities in the Contract Documents unless Contractor recognized such error, omission, inconsistency and/or ambiguity or a contractor of ordinary skill and expertise for the type of Work involved would have readily so recognized such error, omission, inconsistency and/or ambiguity, and Contractor failed to report such to DFCM and A/E. If Contractor performs any Work without such notice to DFCM and A/E and prior to resolution of the error, omission, inconsistency and/or ambiguity, Contractor shall be responsible for such performance and shall bear the costs for correction.

**4.1.2 REVIEW OF FIELD CONDITIONS.** Contractor shall take field measurements, verify field conditions and carefully compare such field measurements and conditions and other information known to Contractor, or information that a contractor of ordinary skill and expertise for the type of Work involved would have known, before commencing Work. Contractor shall immediately report to DFCM and A/E all errors, omissions, inconsistencies and/or ambiguities discovered. If Contractor performs any Work without such notice to DFCM and A/E and prior to resolution of the error, omission, inconsistency and/or ambiguity, Contractor shall be responsible for such performance and shall bear the costs for correction.

**4.1.3 SUBSURFACE INVESTIGATIONS.** If DFCM has provided the Contractor with reports of subsurface investigations and/or tests of soils at the Work site ("Geotechnical Report") as part of the Contract Documents, the Contractor may rely upon the accuracy of the technical data contained in such Geotechnical Report at the locations where the data was obtained and to the depth indicated. However, Contractor acknowledges that the conditions indicated in any Geotechnical Report of any subsurface investigations and/or tests of soils at the Work site may not be representative of conditions existing at locations and/or at depths other than where data was obtained or that conditions different than those indicated by such Geotechnical Report may exist at the Work site. Contractor shall not be entitled to any increase in the Contract Price and/or increase in the Contract Time based on any data, opinion and/or recommendation in any Geotechnical Report and/or any inaccuracy, incompleteness, mistake and/or error in any Geotechnical Report except to the extent that Contractor is entitled to an increase in the Contract Price and/or extension of the Contract Time for a concealed or unknown condition as provided in Section 7.1.5.

**4.1.4 PERFORM IN ACCORDANCE WITH CONTRACT DOCUMENTS AND SUBMITTALS.** Contractor shall perform the Work in accordance with the Contract Documents and submittals to which no exception has been taken in accordance with the Contract Documents.

**4.1.5 PERFORMANCE TO PRODUCE THE COMPLETE SYSTEM AND INTENDED RESULTS.** The Contract Documents shall be read as a whole and wherever possible, the provisions shall be construed in order that all provisions are operable. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor, whether or not specifically set forth in the Contract Documents, for the Contract Price and within the Contract Time. Performance by Contractor shall be required to the extent consistent with and reasonably inferable from the Contract Documents as being necessary to allow the Work to function for its intended use.

**4.1.6 INTENT AND HIERARCHY.** The Contract Documents are complimentary, and what is required by one Contract Document or provisions thereof, shall be as binding as if required by all the Contract



Documents or provisions thereof. In case of an irreconcilable conflict between provisions within a Contract Document or between Contract Documents, the following priorities shall govern as listed below:

**4.1.6.1** A Modification or authorized Amendment (including authorized Supplementary Conditions) shall govern over all Contract Documents listed in Sections 4.1.6.2 – 4.1.6.6 or previous Modifications or authorized Amendments (including authorized Supplementary Conditions).

**4.1.6.2** The Contractor’s Agreement shall govern over all Contract Documents listed in Sections 4.1.6.3 - 4.1.6.6.

**4.1.6.3** Supplemental General Conditions shall govern over all Contract Documents listed in Sections 4.1.6.4 – 4.6.1.6.

**4.1.6.4** These General Conditions shall govern over the Contract Documents listed in Sections 4.1.6.5 – 4.1.6.6.

**4.1.6.5** The Drawings and Specifications shall govern over the Contract Documents listed in Section 4.1.6.6.

**4.1.6.6** Attachments to the Contractor’s Agreement, Contractor’s management plan, bidding/proposal documents, including the Instructions to Bidders/Proposers, Notice to Contractors and the Bid/Proposal Form and/or documented interview information, if any, are Contract Documents, binding on Contractor, but are subordinate to the Contract Documents listed in Sections 4.1.6.1 – 4.1.6.5.

**4.1.6.7** An Addendum shall govern over all other Contract Documents and any previously issued Addendum.

**4.1.6.8** In case of a conflict or ambiguity within the same level of hierarchy of described documents, DFCM reserves the right to revise the documents to select the most stringent requirement unless the preponderance of the Contract Documents indicate a less stringent requirement.

**4.1.7 DIVIDING WORK AND CONTRACTOR REPRESENTATION.** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings, shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Contractor shall ensure that the Subcontractors at any tier, manufacturers and suppliers engaged or to be engaged by Contractor, are and shall be familiar with the requirements for performance by them of their obligations.

**4.1.8 PLANNING AND PRIORITY.** Contractor shall plan and schedule the Work and shall maintain the schedule to Substantially Complete the Work within the Contract Time.

## **4.2 SUPERVISION AND REPRESENTATIVES.**

**4.2.1 SUPERVISION AND CONTROL.** Contractor shall supervise and direct the Work using Contractor’s best skill and attention to complete the Work within the Contract Time. Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, except to the extent that the Contract Documents specifically and expressly state otherwise.

**4.2.2 PERSONS PERFORMING WORK.** Contractor shall perform the Work using qualified employees, consultants, and Subcontractors selected and paid for by Contractor, adequately trained in the requirements of their particular jobs, and skilled in the Work assigned to them. Contractor shall use all

reasonable efforts to maintain a stable project team and minimize changes in key members of the team where loss of key members could have an adverse impact on the Contract Time. Any change in key personnel assigned to the Work must be approved by DFCM in writing.

**4.2.3 DESIGNATED REPRESENTATIVES.** Contractor shall employ a competent superintendent and necessary assistants, fluent in spoken and written English, who shall be at the Work site during performance of the Work. Contractor's superintendent shall maintain communication between DFCM, the A/E, and Contractor and be responsible for the management of Contractor's activities and deliverables described in the Contract Documents, as well as management of any third-party resources hired by Contractor to provide services or products under the Contract Documents. Contractor's superintendent shall represent Contractor, and communications given to the superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in writing on written request in each case.

**4.2.4 DISCIPLINE AND COMPETENCE.** Contractor shall enforce safety procedures, strict discipline, and good order among Contractor's employees, Contractor's Subcontractors, agents, representatives and other persons performing the Work under the Contract Documents. If DFCM reasonably determines that a particular person does not follow safety procedures, is unfit or unskilled for the assigned Work, disregards instructions, ignores the environmental restraints of the Work, or jeopardizes the goodwill between DFCM and the public, Contractor shall immediately replace the person upon receipt of DFCM's request to do so and shall not employ the person again on the Work.

**4.2.5 RESPONSIBILITY.** Contractor shall be responsible to the State of Utah and DFCM for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees and other persons performing portions of the Work under a contract with Contractor or on behalf of Contractor.

**4.2.6 NOT RELIEVED OF OBLIGATIONS.** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of DFCM or DFCM's agents in DFCM's administration of the Contractor's Agreement, or by tests, inspections, or approvals required or performed by persons other than Contractor or for those that Contractor is liable.

**4.2.7 INSPECTIONS AND APPROVALS.**

**4.2.7.1** All Work performed by Contractor shall be subject to the inspection and approval of DFCM to determine whether the Work is in accordance with the Contract Documents. Contractor shall permit and facilitate inspection of the Work at all times by DFCM, DFCM's representatives and governmental authorities having jurisdiction.

**4.2.7.2** Contractor shall be responsible for requesting inspections for various stages and portions of the Work required under the Contract Documents in a timely manner in accordance with the process and document requirements of the applicable inspection authority. In the event Work is not in a condition to be inspected at the time scheduled for the inspection of such Work for causes for which the Contractor is responsible, Contractor shall bear all associated costs and expenses without reimbursement by DFCM.

**4.2.7.3** If any of the Work is required to be inspected or approved by the terms of the Contract Documents, Contractor shall timely request such inspection or approval to be performed in accordance with Article 9. Except as provided in Article 9, Work shall not proceed without any required inspection and the associated authorization to proceed. Contractor shall promptly notify DFCM if the inspector fails to appear at the site.

**4.2.7.4** Contractor shall work with the inspector to maintain an Open Issues Log and Contractor shall proceed diligently to resolve all open issues.

**4.3 PAYMENT BY CONTRACTOR.** Except to the extent it is otherwise stated in the Contract Documents, Contractor shall provide and pay for all supervision, labor, tools, equipment, materials and transportation, including, without limitation: construction equipment and machinery; water; heat; utilities; and other facilities, supplies, consumables 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 in the Work.

**4.4 TAXES AND OTHER PAYMENTS TO GOVERNMENT.** Contractor shall pay Sales Tax and/or Use Tax, consumer, employment-related and similar taxes related to the Work or portions thereof provided by Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Contractor shall comply with the laws and regulations regarding the payment of Sales Tax and/or Use Tax and any exemptions. The procurement documents may have a provision regarding specific items which are exempt from State of Utah Sales Tax and/or Use Tax. Any such exemption shall be used only for the items and the project specified in the procurement documents. Any such exemption does not apply to taxes levied by the federal government or any taxing entity outside of the State of Utah. If Contractor properly relies upon a provision(s) of the bidding or proposal documents indicating exemption from State of Utah Sales Tax and/or Use Tax, and if State of Utah Sales Tax and/or Use Tax subsequently becomes due, then Contractor shall be paid such tax amount not included in the bid/proposal amount due to the reliance upon such provision.

**4.5 PERMITS, FEES, NOTICES, LABOR AND MATERIALS.**

**4.5.1 PERMITS AND FEES.** Unless otherwise required in the Contract Documents, it shall not be necessary for Contractor to obtain or pay for local building permits, plan check fees, electrical permits, plumbing permits, connection fees, or impact fees, nor shall it be necessary to pay fees for inspections pertaining thereto.

**4.5.2 COMPLIANCE, NOTICES.** Contractor shall comply with and give notices required by all federal, state, and local laws, rules, regulations, ordinances, and orders of public authorities applicable to the Work.

**4.5.3 CORRELATION OF CONTRACT DOCUMENTS AND LAW.** It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable federal, state and/or local laws, rules, regulations, ordinances, and/or orders of public authorities having jurisdiction. However, if Contractor observes, or if such would be readily observable to a contractor of ordinary skill and expertise for the type of Work involved, that a portion of the Contract Documents is at variance therewith, Contractor shall promptly notify the A/E and DFCM in writing, and necessary changes shall be accomplished by appropriate Modification and/or Amendment.

**4.5.4 FAILURE TO GIVE NOTICE.** If Contractor, or any Subcontractor, performs Work without complying with the requirements of this Section 4.5, Contractor shall assume responsibility for such Work and shall bear the appropriate amount of the applicable costs of correction.

## **4.6 TIME AND CONTRACTOR'S CONSTRUCTION SCHEDULES.**

### **4.6.1 PROGRESS AND COMPLETION.**

**4.6.1.1** Time is of the essence in this Contract. By executing the Contractor's Agreement, Contractor confirms that the Contract Time is adequate to perform the Work. The Contractor shall proceed expeditiously with adequate forces to achieve Substantial Completion within the Contract Time.

**4.6.1.2** Contractor shall commence and complete the Work within the Contract Time and pursuant to the schedule, an initial version of which shall be prepared and provided by Contractor to DFCM and the A/E for approval, as it may be modified with DFCM's consent. Unless and except to the extent that preliminary Work at the Work site is authorized in writing by DFCM, Contractor shall not prematurely commence the Work at the Work site or elsewhere until DFCM issues a Notice to Proceed or prior to the effective date of insurance required by Article 10 to be furnished by Contractor, whichever is later. Contractor shall proceed expeditiously with adequate forces to achieve Substantial Completion within the Contract Time. All other Work shall be completed no later than the date established for Final Completion. Contractor shall notify DFCM when Contractor considers the entire Work to be completed. DFCM shall be entitled to a final inspection to determine whether the Work has been completed in accordance with the Contract Documents. The date of Substantial Completion shall be established by a certificate of Substantial Completion issued by the A/E or a written acknowledgement of Substantial Completion signed by DFCM.

**4.6.1.3 INITIAL CONTRACT TIME.** Unless otherwise specified in the bidding documents, the initial Contract Time shall be the time identified in the Contractor's Agreement.

### **4.6.2 SCHEDULE PREPARATION.**

**4.6.2.1** Promptly after being awarded the Work, Contractor shall prepare and submit for DFCM's and the A/E's approval, a planned progress schedule for the Work. Contractor shall plan and schedule the Work to facilitate the Work and shall maintain a schedule to place proper priority to sequence the Work to complete the Work within the Contract Time. Contractor shall commence and complete the Work by the dates set forth in the agreed upon schedule and Contractor's Agreement.

**4.6.2.2** The schedule shall include a time-line for procurement, fabrication, construction, and testing activities, including interdependence of items necessary to complete the Work, duration of activities, interim completion dates, milestones, closeout and commissioning, submittals, and critical path.

**4.6.2.3** Contractor shall advise and consult with DFCM during progress of the Work and keep DFCM fully informed as to the status of the Work at intervals as required by DFCM. Contractor shall provide DFCM with a daily listing of personnel and equipment used on the Work. If the Work is not on schedule, Contractor shall immediately advise DFCM in writing of Contractor's proposed action to bring it on schedule.

**4.6.2.4** DFCM may take reasonable exception to activity duration, activity placement, construction logic, and time frame for any element of the Work to be scheduled and may recommend revisions.

### **4.6.3 SCHEDULE SUBMITTAL.**

**4.6.3.** Contractor shall develop the CPM schedule using Primavera, MS Project or Phoenix unless otherwise authorized by DFCM. The critical path shall be identified, including the critical paths for interim completion dates and milestones.

**4.6.3.2** Contractor shall update the schedule at least once a month and submit the updated schedule with each Application for Payment.

**4.6.3.3** No progress payments shall be approved until Contractor has submitted a detailed CPM schedule covering the first ninety (90) days of the Work with a general CPM schedule for the entire Work. The detailed schedule for the entire Work shall be completed prior to the second Application for Payment, unless otherwise authorized in writing by DFCM.

#### **4.6.4 SCHEDULE CONTENT REQUIREMENTS.**

**4.6.4.1** The schedule shall indicate the duration of activities and order, sequence and interdependence of all items known to be necessary to complete the Work, including construction, procurement, fabrication and delivery of materials and equipment, commissioning, submittals and approvals of submittals or other documents. Work items of DFCM, other contractors, utilities, and other third parties that may affect or be affected by Contractor shall be included.

**4.6.4.2** If DFCM is required by the Contract Documents to furnish any materials, equipment, or other items to be incorporated into the Work by Contractor, Contractor shall submit, with the first schedule submittal, a letter clearly indicating the dates that such items are required at the Work site.

**4.6.4.3** The schedule shall indicate an early Substantial Completion date for the Work that is no later than the Work's required Substantial Completion date.

**4.6.4.4** The schedule, including duration of all activities, shall be given in calendar days and indicate all of the following:

**4.6.4.4.1** Interfaces with the Work of outside contractors (e.g., utilities, power, and any separate contractors retained by DFCM);

**4.6.4.4.2** Description of activity including activity number/numbers;

**4.6.4.4.3** Estimated duration time for each activity and remaining duration;

**4.6.4.4.4** Early start, late start, early finish, late finish date, and predecessor/successors including stop-start relationships with lead and lag time for each activity – all activities shall have a predecessor and a successor, except for the start milestone and finish milestone;

**4.6.4.4.5** Total Float and Free Float available to each path of activities;

**4.6.4.4.6** Actual start date for each activity begun;

**4.6.4.4.7** Actual finish date for each activity completed;

**4.6.4.4.8** The percentage complete of each activity in progress or completed;

**4.6.4.4.9** Identification of all critical path activities;

**4.6.4.4.10** The critical path for the Work, with the path of activities being clearly and easily recognizable on the time-scaled network diagram. The path(s) with the least amount of float must be identified. Except as may otherwise be explicitly and specifically provided in the Contract Documents, no more than forty-percent (40%) of all activities may be identified as critical path items. The relationship between non-critical activities and activities on the critical path shall be clearly shown on the network diagram. Near critical path activities shall also be identified;

**4.6.4.4.11** Unless otherwise authorized by DFCM, all activities on the schedule representing construction on the site may not have a duration longer than fourteen (14) days. Construction items that require more than fourteen (14) days to complete must be broken into identifiable activities on the schedule with durations less than fourteen (14) days. The sum of these activities represents the total length required to complete that construction item; and

**4.6.4.4.12** Additional requirements, if any, as specified in the Supplemental General Conditions and/or authorized Supplementary Conditions.

**4.6.5 INTERIM COMPLETION DATES AND MILESTONES.** The schedule must include contractually specified interim completion dates and milestones (which completion milestones must have a “finish on or before” soft constraint added). The milestones and completion dates indicated are considered essential to the satisfactory performance of the Contractor’s Agreement and to the coordination of all Work. The milestone dates listed are not intended to be a complete listing of all Work or of interfaces with other contractors.

**4.6.6 FLOAT TIME.** “Total Float” is defined as the amount of time that an activity can be delayed from its early without delaying Substantial Completion. “Free Float” is the amount of time that an activity can be delayed without delaying the early start date of any successor activity. Total Float time and Free Float time shall belong to the project and DFCM and Contractor have the right to use the Total Float time and/or Free Float Time for non-critical path activities until Contractor has reallocated such time on a newly submitted schedule.

**4.6.7 UPDATES.** Prior to any approval of an Application for Payment, DFCM, A/E, and Contractor shall review Contractor’s schedule compared to the Work completed. The amount of Work completed shall be approved by DFCM as supported by the schedule of values and as verified by the determination of Work completed. If necessary, Contractor shall then update and submit to DFCM the schedule with the Application for Payment; all of which shall be in accordance with DFCM’s approval. All updates shall be provided in electronic and hard copy formats. At each scheduled meeting with DFCM, Contractor shall provide a four week look ahead, with long lead items identified. If the Work is not on schedule, Contractor shall immediately advise DFCM in writing of Contractor’s proposed action to bring it on schedule.

**4.6.8 SCHEDULE OF SUBMITTALS.** Contractor shall prepare and keep current, for the A/E’s and DFCM’s review and approval, a schedule of submittals required by the Contract Documents, which shall be coordinated with Contractor’s construction schedule and allow the A/E a reasonable time to review the submittals. The submittal schedule shall be included as part of the construction schedule. Submittals requiring expedited review must be clearly identified as such in the schedule of submittals. Contractor shall coordinate and agree upon a submittal schedule with A/E. If a submittal does not pass a second review, then a meeting will be held to determine a path to proceed and expedite approval. Contractor shall notify A/E in writing if expedited review of a submittal is critical.

**4.6.9 SCHEDULE RECOVERY.** If the Work represented on the critical path falls behind more than seven (7) days, Contractor shall redo the schedule within seven (7) days, showing how the Contractor shall recover the time. Contractor’s schedule must have an approved baseline schedule before the schedule may be updated. A narrative that addresses the changes in the schedule from the previously submitted schedule shall be submitted along with the updated schedule in electronic .pdf format and on the written request of DFCM in native electronic copy format of the scheduling software utilized by Contractor. Contractor shall comply with the most recent schedules.

#### **4.6.10 SCHEDULE CHANGES.**

**4.6.10.1** The Contract Time may only be shortened or extended by a Change Order or Construction Change Directive.

**4.6.10.2** Should Contractor, after approval of the complete detailed construction schedule, desire to change Contractor's plan of construction, Contractor shall submit its requested revisions to DFCM and the A/E, along with a written statement of the revisions including a description of the sequence and duration changes for rescheduling the Work, methods of maintaining adherence to intermediate milestones and the completion dates, and the reasons for the revisions. Requested changes to the approved baseline schedule shall include a narrative that addresses the requested changes. If the requested changes are acceptable to DFCM, which acceptance shall not be unreasonably withheld, they shall be incorporated into the schedule in the next reporting period by Contractor. If after Contractor submits a request for change in the schedule, DFCM does not agree with the request, DFCM shall schedule a meeting with Contractor to discuss the differences.

**4.6.10.3** The critical path schedule, as the term is used in these General Conditions, shall be based on the current version of Contractor's schedule for the Work and accepted by DFCM just prior to the an asserted change in the Work, asserted delay, suspension, or interruption. If Contractor believes it is entitled to an extension of Contract Time under the Contract Documents, Contractor shall submit a PCO in accordance with Section 7.2 to the A/E and DFCM accompanied by an analysis ("Requested Time Adjustment Schedule") in accordance with the Contract Documents for time extensions. The "Requested Time Adjustment Schedule" shall include "fragnets" that represent the added or changed Work to the schedule. The impact on unchanged activities caused by the changes and/or delays being analyzed shall be included in these fragnets. A "fragnet" as used in these General Conditions and when used in the context of project scheduling is a subset of project activities that are inter-related by predecessor and successor relationships that are tied into the main schedule with identified start and completion points. Each fragnet may or may not be on the critical path. An entire schedule consists of a series of inter-related fragnets.

#### **4.6.11 EXCUSABLE DELAY.**

**4.6.11.1** If Contractor is unreasonably delayed in the progress of the Work on the critical path schedule by an act or neglect of DFCM; or separate contractors retained by DFCM; or by a Force Majeure Delay (defined below) that DFCM reasonably determines may justify delay beyond the date for Substantial Completion, then the Contract Time shall be extended by Change Order for the period of time caused by such delay. The Contract Price shall not be increased, and the Contract Time shall not be extended for any delays that are concurrent with Contractor delays.

**4.6.11.1.1** For purposes of the Contractor's Agreement, a Force Majeure Delay shall mean a delay to the commencement or the progress of the Work by reason of events or causes beyond the control of DFCM, the Contractor, and the Contractor's Subcontractors and Sub-subcontractors of any tier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Notwithstanding anything to the contrary set forth herein, Force Majeure Delays shall not include: (1) labor disputes confined to the Work site or relating solely to the Work that are due to a breach of a collective bargaining agreement by the Contractor or its Subcontractors or Sub-subcontractors of any tier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (2) adverse weather conditions, except as provided in Section 4.6.11.2; (3) a failure of the Contractor or its Subcontractors or Sub-subcontractors of any tier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, to comply with any laws, codes or orders of governmental authorities with jurisdiction of the Work; or (4) any financial inability of the Contractor or its Subcontractors or Sub-subcontractors of any tier, or anyone directly or indirectly employed by them, to perform their obligations under the Contract Documents.

**4.6.11.1.2** Delays which according to the schedule do not affect any critical path milestone dates or the completion dates shown on the schedule at the time of the delay shall not be the basis for a change in the Contract Time.

**4.6.11.1.3** Contractor shall immediately take all steps reasonably possible to lessen the adverse impact of delay. Notwithstanding the foregoing, to the extent any of the causes for delay were caused by Contractor, reasonably foreseeable by Contractor, or avoidable by Contractor, then to such extent the delay shall not be cause for a change in the Contract Price and/or Contract Time. For purposes of this Section, "Contractor" shall include all Subcontractors and others under the responsibility of the Contractor.

**4.6.11.1.4** The determination of the total amount of time extension, if any, shall be based upon the current schedule in effect at the inception of the change and/or delay and upon all data relevant to the extension as supported by appropriate substantiating relative data in the project record. Once approved, such data shall be incorporated in the next monthly update of the schedule by Contractor.

**4.6.11.2** The Contract Price shall not be increased and the Contract Time shall not be extended for normal bad weather or any weather that is reasonably foreseeable at the time of entering into the Contractor's Agreement. The Contract Time as stated in the Contract Documents includes due allowance for days on which Work cannot be performed out of doors. Contractor acknowledges that Contractor may lose days due to weather conditions. The Contract Time may be extended at no cost to DFCM if all of the following are met, which must be established by Contractor:

**4.6.11.2.1** That the weather prevented Work from occurring that is on the critical path for the Work based upon a critical path schedule previously submitted to DFCM and to the extent accepted by DFCM;

**4.6.11.2.2** There are no concurrent delays for which Contractor is responsible;

**4.6.11.2.3** Contractor took all reasonable steps to alleviate the impact of the weather and made reasonable attempts to prevent the delay and despite such reasonable actions of Contractor, the weather impacted the critical path as described above; and

**4.6.11.2.4** In connection with the weather event for which delay is claimed by Contractor, the weather was either exceptionally adverse, such as a tornado, severe wind storm, or severe hail storm, or one of the following occurred:

**4.6.11.2.4.1** for any day between November 1 and March 31 for which delay is claimed by Contractor, the recorded minimum temperature at the Work site, as verifiably documented by Contractor, fell below the mean minimum temperature for the station closest to the Work site ("Proximate Station") for the applicable month according to the Western Regional Climate Center Website, <http://www.wrcc.dri.edu/summary> ("WRCCW"), as shown on the *Average of Minimum Temperature* chart on the WRCCW for the Proximate Station, less the mean extreme minimum temperature for the Proximate Station for the applicable month, as shown on the *Minimum of Minimum Temperature Chart* on the WRCCW for the Proximate Station, divided by Two (2);

**4.6.11.2.4.2** for any day between November 1 and March 31 for which delay is claimed by Contractor, the recorded maximum temperature at the Work site, as verifiably documented by Contractor, fell below the mean minimum temperature as shown on the *Average of Minimum Temperature* chart on the WRCCW for the Proximate Station;

**4.6.11.2.4.3** for any day for which delay is claimed by Contractor, the recorded precipitation at the Work site, as verifiably documented by Contractor, exceeded seventy-five percent (75%) of the daily extreme for the applicable month as shown on the *POR – Daily Precipitation Average and Extreme* chart on the WRCCW for the Proximate Station;



4.6.11.2.4.4 for any day for which delay is claimed by Contractor, the recorded snowfall at the Work site, as verifiably documented by Contractor, exceeded seventy-five percent (75%) of the daily extreme for the applicable month as shown on the *POR – Daily Snowfall Average and Extreme* chart on the WRCCW for the Proximate Station.

#### **4.6.12 COMPENSABLE DELAY, SUSPENSION OR INTERRUPTION.**

4.6.12.1 In addition to the other requirements of the Contract Documents, a compensable delay, suspension, or interruption of the Work occurs only when the following conditions are met:

4.6.12.1.1 The delay is caused by DFCM for a reason not permitted by the Contract Documents; and

4.6.12.1.2 Contractor delivers a written notice to the A/E and DFCM within seven (7) days that Contractor knows or should have known of the condition giving rise to the purported compensable delay, suspension, or interruption, and the condition affects the Contract Time as indicated by the last agreed upon critical path schedule.

4.6.12.2 To the extent of the compensable delay, Contractor's total entitlement for all compensable delay damages is the computed result of the following formula: Contract Price divided by Contract Time (in calendar days); the result of which is then multiplied by 0.05; and the result of which is multiplied by the number of calendar days of compensable days allowed under these General Conditions that are beyond the Contract Time. Notwithstanding any other provision of these General Conditions or the Contract Documents, to the extent Contractor is entitled to receive a markup under Sections 7.4.2.5.1 or 7.4.2.5.2 this provision shall be inapplicable, and the markup shall be deemed to include all the compensable delay damages provided by this Section.

4.6.12.3 The length and extent of compensable delay shall be determined, with the use of the Work's critical path schedule by ascertaining the number of additional days added to the Contract Time are needed in order to perform the Work in accordance with the Contract Documents as a result of the delay, suspension, or interruption after receipt of the written notice received by the A/E and DFCM under Section 4.6.12.1.2.

4.6.12.4 Notwithstanding any other provision of these General Conditions, to the extent a non-compensable delay occurs at the same time as a compensable delay, DFCM shall not be responsible for any compensation to Contractor and the Contract Price shall not be increased for the period of the non-compensable delay.

4.6.13 **TIME EXTENSION REQUESTS.** Contractor shall notify DFCM within seven (7) days of a potential delay and Contractor shall request any and all Contract Time extensions within twenty-one (21) days after Contractor knew or should have known about the delay. Contractor must support any request for a Contract Time extension with a critical path schedule analysis.

#### **4.6.14 LIQUIDATED DAMAGES.**

4.6.14.1 Time is of the essence in the Contract Documents. DFCM will suffer damages that are difficult to ascertain for each calendar day the date for Substantial Completion is delayed. Therefore, as agreed damages and not as a penalty, DFCM may offset from any payments due Contractor the sum stated in the Contractor's Agreement, as augmented in Section 4.6.14.2 in the case of continuing delay, for each day Substantial Completion is delayed beyond the date established for Substantial Completion of the Work by the Contract Documents.

4.6.14.2 For each day subsequent to the fourteenth (14<sup>th</sup>) day after the date established for Substantial Completion of the Work by the Contract Documents, the liquidated damages amount stated in the Contractor's

Agreement shall be increased by ½ percent (0.5%) of the amount stated in the Contractor's Agreement for each day Substantial Completion is delayed beyond the date established for Substantial Completion of the Work by the Contract Documents.

**4.6.14.3** The sum for liquidated damages due DFCM by Contractor has been agreed upon by reason of the inconvenience and added costs of administration, engineering, supervision, and other expenses resulting from Contractor's default.

**4.6.14.4** To the extent liquidated damages exceed any amounts that would otherwise be due Contractor, Contractor shall be liable for such excess to DFCM.

**4.6.14.5** Notwithstanding any other provision of these General Conditions, the availability of liquidated damages to DFCM shall not limit DFCM's right to seek damages or other remedies available under law or equity to the extent such damages or remedies are not based upon delay.

**4.6.15 NO WAIVER OF DFCM'S RIGHTS.** Permitting Contractor to continue any part of the Work after the time fixed for completion or beyond any authorized extension thereof shall in no way operate as a waiver or estoppel on the part of DFCM of any of its rights under the Contract Documents, including the right to liquidated damages or any other remedies or compensation.

**4.7 DOCUMENTS AND SAMPLES AT THE SITE, CERTIFYING "AS-BUILTS".** Contractor shall maintain at the Work site one record copy of the Drawings, Specifications, Addenda, authorized Amendments and Modifications, in good order and marked weekly to record changes and selections made during construction, as well as approved Shop Drawings, Product Data, Samples and similar submittals. These items shall be available to the A/E and shall be delivered to the A/E for submittal to DFCM upon completion of the Work, signed by Contractor, certifying that they show complete and exact "as-built" conditions, stating sizes, kind of materials, piping, conduit locations, and similar matters. All notes of encountered or changed conditions shall be included.

#### **4.8 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.**

**4.8.1 NOT CONTRACT DOCUMENTS.** Shop Drawings, Product Data, Samples and other submittals are not Contract Documents. The submittal shall demonstrate, for those portions of the Work for which the submittal is required, the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

**4.8.2 PROMPTNESS.** Contractor shall coordinate submittals prepared by Subcontractors and Sub-subcontractors, review, approve, and submit to the A/E, Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents with reasonable promptness and according to an agreed submittal schedule in such sequence as to cause no delay in the Work, or the activities of DFCM, or separate contractors.

**4.8.3 NOT PERFORM UNTIL A/E APPROVES.** Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, mock-ups where required or other submittals (including deferred submittals) until the applicable submittal has been approved in writing by the A/E. Contractor shall perform the Work in accordance with the approved submittals. Submittals marked "No-exceptions taken" or its equivalent by the A/E are considered approved for purposes of this Section 4.8.3.

**4.8.4 REPRESENTATIONS BY CONTRACTOR.** By approving and submitting Shop Drawings, Product Data, Samples, and other submittals, Contractor represents that Contractor has determined and verified materials, field measurements, field construction criteria, manufacturer installation instructions and

procurement and delivery dates related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**4.8.5 CONTRACTOR'S LIABILITY.** Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the A/E's approval of Shop Drawings, Product Data, Samples, or similar submittals unless Contractor has specifically informed the A/E in writing of such deviation at the time of the submittal and the A/E has given written approval to the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or other submittals by the A/E's review and approval.

**4.8.6 DIRECT SPECIFIC ATTENTION TO REVISIONS.** Contractor shall direct specific attention in writing to all revisions on resubmitted Shop Drawings, Product Data, Samples, or other submittals, except those requested by the A/E and indicated on previous submittals.

**4.8.7 INFORMATIONAL SUBMITTALS.** Informational submittals upon which the A/E is not expected to take responsive action may be so identified in the Contract Documents.

**4.8.8 PROFESSIONAL SERVICES.** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, DFCM and the A/E will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed Design Professional (as that term is defined in Section 4.8.8.1 of these General Conditions), whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Each Design Professional providing such services shall carry professional errors and omissions insurance in an amount of at least Two Million Dollars (\$2,000,000.00) per claim/annual aggregate with a deductible or self-insured retention of not greater than One Hundred Thousand Dollars (\$100,000.00), unless different amounts are authorized by DFCM in writing. Shop Drawings and other submittals related to the Work designed or certified by such Design Professional, if prepared by others, shall bear such Design Professional's written approval when submitted to the A/E. DFCM and the A/E shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such Design Professional, provided DFCM and A/E have specified to the Contractor performance and design criteria that such services must satisfy. Pursuant to this Section 4.8, the A/E will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

**4.8.8.1** A "Design Professional" is any and all employees or independent contractors directly or indirectly employed by the Contractor, a Subcontractor or a Sub-subcontractor of any tier to perform any professional design services required by the Contract Documents. The Contractor or its Subcontractors or Sub-subcontractors of any tier employing the Design Professional shall require the Design Professional to agree in writing to be bound by the terms of the Contract Documents insofar as they apply to the design services of the Design Professional in the performance of the Work.

**4.8.8.2** The Contractor hereby assigns to DFCM all common law, statutory and other rights that the Contractor may have in the drawings, specifications and other documents prepared by the Design Professional for the Work (the "Design Documents"), including all copyrights. The Contractor shall endeavor to obtain a similar assignment to DFCM by the Design Professional and by the Subcontractors or Sub-subcontractors of

any tier employing the Design Professional of their common law, statutory and other rights (including copyrights) in the Design Documents. At the date of final payment or upon the earlier termination of the Contractor's Agreement, the Contractor shall promptly deliver to DFCM hardcopy originals of all Design Documents and all Design Documents in reproducible (not read only) electronic media.

**4.8.8.3** The Contractor shall require and hereby represents and warrants to DFCM that the Design Professional is appropriately registered with and licensed by the State of Utah to perform the services required by the Contract Documents to be performed by the Design Professional.

**4.8.8.4** All services provided by the Design Professional shall be performed consistent with the professional skill and care ordinarily provided by other design professionals: (1) with the same or similar license; and (2) providing the same or similar design professional service (A) in the same or similar locality, (B) at the same or similar time and (C) under the same or similar circumstances, provided that, if the nature of the project reasonably requires specialized design expertise, the Design Professional shall perform design professional services consistent with such specialized design expertise.

**4.8.8.5** Notwithstanding any approval of DFCM or A/E of any Design Documents, the Contractor shall be responsible for assuring that all Design Documents (whether prepared by a Design Professional employed by the Contractor, a Subcontractor or a Sub-subcontractor of any tier) are technically adequate and accurate and are in accordance with all laws, ordinances, codes, regulations or other requirements of governmental authorities having jurisdiction of the Work applicable to the Work on the day of the issuance of such documents and on the day of the use of such documents on the Work.

**4.8.8.6** The Contractor shall be responsible and liable to DFCM for any and all losses, costs, and/or expenses incurred by DFCM arising out of, related to and/or connected with errors or omissions in the services provided hereunder by the Design Professional, to the extent that such errors or omissions were caused by the failure of the Design Professional to perform services consistent with the requirements of Section 4.8.8.4 or by other fault of the Design Professional, whether or not such losses, costs and/or expenses were caused by any negligence or other fault of the Contractor. This responsibility and liability shall survive completion of the Work or termination of the Contractor's Agreement.

**4.8.8.7** The Contractor shall indemnify and hold harmless DFCM and the other Indemnified Parties (as defined in Section 4.12) from and against any and all third-party claims, demands, losses, liabilities, judgments, costs, expenses and/or attorney fees arising of, related to and/or connected with errors or omissions in the services provided hereunder by the Design Professional, to the extent that such errors or omissions were caused by the failure of the Design Professional to perform services consistent with the requirements of Section 4.8.8.4 or by other fault of the Design Professional, whether or not such third-party claims, demands, losses, liabilities, judgments, costs, expenses and/or attorney fees were caused by any negligence or other fault of the Contractor. This indemnity is in addition to the indemnity provided in Section 4.12 and shall survive completion of the Work or termination of the Contractor's Agreement.

**4.8.8.8** The Contractor's or its Subcontractor's or Sub-subcontractor of any tier's agreement with the Design Professional for design services in the performance of the Work shall state that DFCM and its successors and assigns are intended third-party beneficiaries of such agreement and such agreement with the Design Professional shall require the Design Professional to deliver to DFCM a separate agreement wherein the Design Professional shall expressly contract with DFCM to provide the Design Professional's professional services consistent with the standard of care established by Section 4.8.8.4.

**4.8.8.9** The Contractor shall indemnify, defend and hold harmless DFCM and the other Indemnified Parties (as defined in Section 4.12 of these General Conditions) from and against any and all claims, demands, losses, liabilities, judgments, costs, expenses and/or attorney fees caused by any suits or claims of infringement of any patent rights or copyrights for materials, methods or systems depicted upon or required by Design Documents

prepared by the Design Professional. This indemnity is in addition to the indemnity provided in Sections 4.11 and 4.12 of these General Conditions and shall survive completion of the Work or termination of the Contractor's Agreement.

#### **4.9 USE OF SITE.**

**4.9.1 IN GENERAL.** Contractor shall confine its equipment, the storage of materials, and the operations of its workers at the Work site to areas permitted by the Contract Documents, laws, rules, regulations, ordinances, orders, and permits and shall not unreasonably encumber the Work site with materials or equipment. Contractor shall take all reasonable steps to secure the Work site and protect the Work from any damage. Upon completion of the Work, Contractor shall leave the Work site free and clear of all waste materials, rubbish, tools, equipment, and surplus materials. Contractor shall at all times keep the Work site free from spilled liquids and chemicals, toxic or otherwise. If such a spill occurs while Contractor has control of the Work site, Contractor shall be responsible to clean the affected areas on or about the Work site and pay all associated costs, fines, and penalties. Notwithstanding the foregoing, Contractor shall not be responsible for any damage to the Work site or the Work to the extent caused by DFCM or DFCM's agents.

#### **4.9.2 ACCESS TO NEIGHBORING PROPERTIES.**

**4.9.2.1** Contractor shall not, except as provided in the Contract Documents or with DFCM's advance written consent when necessary to perform the Work, interfere with access to properties neighboring the Work site by the owners of such properties and their respective tenants, agents, invitees and guests.

**4.9.2.2** Various federal, state, and local agencies and private landowners may own or control lands and facilities either crossed by or adjacent to the Work site. DFCM shall secure and pay for all necessary rights of access to the Work site. Contractor shall comply with all stipulations provided by DFCM and shall maintain a cooperative relationship with all agencies and landowners. Contractor shall not retain on the Work site any person who in the judgment of DFCM prejudices or tends to endanger this cooperation. Contractor shall not enter into any agreement with such agencies or landowners related to the Work without prior approval by DFCM.

**4.10 ACCESS TO WORK.** Contractor shall provide DFCM and the A/E access to the Work in preparation and progress, at all times and wherever located.

**4.11 INTELLECTUAL PROPERTY LICENSES.** Contractor shall obtain and pay for all royalties and other license fees for all equipment, property, or processes of Contractor used or purchased in connection with performance of the Work. Contractor shall defend suits or claims for infringement of intellectual property rights and shall hold DFCM and the A/E harmless from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if Contractor has reason to believe that the required design, process or product is an infringement of any third party's intellectual property right, Contractor shall be responsible for such defense or loss unless such information is promptly furnished to DFCM in writing.

**4.12 INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall release, indemnify, hold harmless, and defend the State of Utah, the State of Utah's institutions, agencies (including, but not limited to, DFCM), departments, divisions, authorities, and instrumentalities, boards, commissions, elected or appointed officers, employees, agents and authorized volunteers (collectively "Indemnified Parties") from and against any and all claims, liabilities, demands, actions, damages, losses and expenses of any nature whatsoever, including, but not limited to, attorneys' fees and defense costs (collectively "Liabilities"), and including those events covered under the blanket Contractual Liability Coverage required under the Contract Documents, arising out of, related to, or connected with any act or omission in the performance of the Work, including the Work of all Subcontractors and their employees, provided that any Liabilities are caused in whole or in part by

the negligent, intentional, or other wrongful act or omission of Contractor, any Subcontractor, their employees, or anyone directly or indirectly employed or the agent of any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by an Indemnified Party. Without relieving Contractor of any obligation under the Contract, the Indemnified Parties shall have the right, at their option, to fully participate in the investigation, defense and settlement of any Liabilities.

**4.12.1 NOT EXCLUSIVE.** The foregoing obligations in this Section 4.12 shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person under the Contract Documents.

**4.12.2 NOT LIMITED.** The foregoing obligations in this Section 4.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 5. SUBCONTRACTORS.**

### **5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.**

#### **5.1.1 SUBCONTRACTING WORK PERMITTED; CONDITIONS.**

**5.1.1.1** Contractor may subcontract portions of the Work.

**5.1.1.2** DFCM reserves the right to reject on reasonable ground any Subcontractor. Contractor shall not contract with any person or entity to whom DFCM has made reasonable objection. Contractor shall not be required to contract with anyone to whom Contractor has made reasonable and timely objection, provided that any additional costs associated with Contractor replacing a Subcontractor objected to by Contractor with a replacement Subcontractor not objectionable to Contractor shall be at no cost to DFCM.

**5.1.2 SUBSEQUENT CHANGES.** After execution of Contractor's Agreement Subcontractors listed by Contractor in accordance with Utah Code § 63A-5b-605 and Rule R23-1-615 may be changed by Contractor only in accordance with the requirements of Utah Code § 63A-5b-605 and R23-1-615.

**5.1.2.1** DFCM shall pay the additional costs for a DFCM-requested change in Subcontractor if all of the following conditions are met:

**5.1.2.1.1** If DFCM in writing requests the change of a Subcontractor;

**5.1.2.1.2** The original Subcontractor is a responsible subcontractor that meets the requirements of the Contract Documents; and

**5.1.2.1.3** The original Subcontractor did not withdraw as a Subcontractor on the Work.

**5.1.2.2** In all other circumstances, Contractor shall pay the additional cost for a change in a Subcontractor.

**5.1.3 BUSINESS AND LICENSING REQUIREMENTS.** All Subcontractors used by Contractor shall have secured, at their own expense, all necessary professional accreditations, registrations, and licenses in the state of Utah.

**5.1.4 BONDING OF SUBCONTRACTORS.** Subcontractors, as identified by DFCM in the procurement documents, may be required to submit performance and payment bonds to cover the full extent of

their portion of the Work. This provision does not in any way limit the right of Contractor to have Subcontractors at any tier be required to have a performance and/or payment bond at Contractor's expense.

**5.1.5 SUBCONTRACTOR DEFAULT INSURANCE.** If the Contract Price includes any amount to compensate the Contractor for Subcontractor Default Insurance ("SDI"), then, notwithstanding anything in the Contract Documents to the contrary:

**5.1.5.1** DFCM shall be added to the SDI by a financial interest endorsement reasonably acceptable to DFCM at no cost to DFCM;

**5.1.5.2** If the Contract Documents provide for Contractor contingency, no Contractor contingency may be expended for any Subcontractor default or for any expenses and/or losses arising out of, connected with and/or related to any Subcontractor default;

**5.1.5.3** Contractor shall in no event be entitled to an increase in the Contract Price and/or extension of the Contract Time for a Subcontractor default or for expense, losses and/or delays arising out of, connected with and/or related in any way to a Subcontractor default; and

**5.1.5.4** The cost of SDI is included in Contractor's overhead and profit for purposes of Article 7.

## **5.2 SUBCONTRACTUAL RELATIONS.**

**5.2.1 CONTRACTOR FULLY RESPONSIBLE.** Subcontracting any portion of the Work shall not relieve Contractor of Contractor's obligations or duties under the Contract Documents, Contractor shall be fully responsible and liable to DFCM for the acts and omissions of all Subcontractors at any tier and their employees and agents and Contractor shall maintain complete control over all Subcontractors. Neither the consent of DFCM to a Subcontractor proposed by Contractor, nor anything contained in the Contract Documents shall be deemed to create a contractual relationship between a Subcontractor at any tier and DFCM.

**5.2.2 COMPLY WITH CONTRACT DOCUMENTS.** By appropriate enforceable agreement Contractor shall require each Subcontractor to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities that Contractor, by the Contract Documents, assumes towards DFCM and the A/E.

**5.2.3 RIGHTS.** Each Subcontractor agreement shall preserve and protect the rights of DFCM under the Contract Documents with respect to that portion of the Work to be performed by the Subcontractor so that subcontracting any portion of the Work shall not prejudice any rights of DFCM under the Contract Documents, and shall allow to the Subcontractor, unless specifically provided otherwise in the Subcontractor agreement, the benefit of all rights and remedies against Contractor that Contractor, by the Contract Documents, has against DFCM.

**5.2.4 SUB-SUBCONTRACTORS.** Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors and to require such Sub-subcontractors to enter into similar agreements with lower tier Sub-subcontractors that comply with the requirements of Sections 5.2.2 and 5.2.3.

**5.2.5 DOCUMENT COPIES.** Contractor shall make available to each proposed Subcontractor, prior to execution of the Subcontractor agreement, copies of the Contract Documents to which the Subcontractor shall be bound. Contractor shall require Subcontractors to make copies of applicable portions of the Contract Documents available to their respective proposed Sub-subcontractors.

**5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS TO DFCM.** Contractor contingently assigns each Subcontractor agreement with a Subcontractor for a portion of the Work to DFCM, provided that

the assignment is effective only after termination of the Contractor's Agreement by DFCM for cause pursuant to Section 12.2 or stoppage of the Work by DFCM pursuant to Section 12.5, and only for those Subcontractor agreements that DFCM accepts by notifying the Subcontractor in writing. Contractor shall remain liable for all obligations incurred under assigned Subcontractor agreements prior to DFCM's acceptance of such assignment.

## **ARTICLE 6. PROTECTION OF PERSONS AND PROPERTY.**

### **6.1 SAFETY OF PERSONS AND PROPERTY.**

**6.1.1 CONTRACTOR RESPONSIBILITY.** Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall seek to minimize the risk of bodily injury, property damage, and environmental harm by taking all reasonable precautions to protect:

**6.1.1.1** All persons at and/or in proximity to the Work site;

**6.1.1.2** Materials and equipment to be incorporated in the Work, whether in storage on or off the Work site, under the care, custody, or control of Contractor or a Subcontractor;

**6.1.1.3** Property and structures located at the Work site and adjacent to the Work site, whether or not such property and structures are part of the Work, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and

**6.1.1.4** The environment.

**6.1.2 SAFETY PROGRAM, PRECAUTIONS.** Contractor shall institute and provide to DFCM a project specific safety program at the start of the Work to minimize accidents. The program shall continue to the final completion of the Work and conform to applicable laws, rules, and regulations. including without limitation. the Utah Occupational Safety and Health Rules as published by the Utah Labor Commission - UOSH Division at Utah Administrative Code, R614. Contractor shall post signs, erect barriers, and provide those items necessary to implement the safety program. As soon as Contractor proceeds with the Work, Contractor shall have all workers and all visitors on the Work site wear safety hard hats, as well as all other appropriate safety apparel such as safety glasses and shoes, and obey all safety laws, rules, and regulations. Contractor shall post a sign in a conspicuous location indicating the necessity of wearing hard hats, and Contractor shall loan such hard hats to visitors. Contractor shall maintain a clean and orderly Work site.

**6.1.3 COMPLIANCE WITH LAWS.** Contractor shall give notices and comply with applicable laws, rules, regulations, ordinances, and orders of public authorities applicable to the safety of persons and property and their protection from damage, injury and loss. In particular, Contractor shall comply with all applicable provisions of federal, state and municipal safety laws, rules and regulations, specifically including, without limitation, building codes, to prevent accidents and injury to persons on, about or adjacent to the Work site.

**6.1.4 ERECT AND MAINTAIN SAFEGUARDS.** As required by existing conditions at the Work site and proper and safe performance of the Work, Contractor shall erect and maintain safeguards for safety and protection, including effective fences, danger signs, barricades and other warnings against hazards. Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and/or utilities before performing Work that may impact such adjacent sites and/or utilities.

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



**6.1.6 PROMPT REMEDY.** Contractor shall promptly remedy any damage and loss (other than damage or loss insured under property insurance required by Section 10.2) to persons, property and/or the environment arising in conjunction with the Work caused in whole or in part by Contractor, Subcontractors, or any person or entity for whose acts Contractor is responsible, without cost or expense to DFCM.

**6.1.7 SAFETY DESIGNEE.** Contractor shall designate a responsible member of Contractor's organization at the Work site whose duty shall be the prevention of accidents, damage, injury and loss. This person shall be Contractor's superintendent, unless otherwise designated by Contractor in writing to DFCM and the A/E.

**6.1.8 LOAD SAFETY.** Contractor shall not load or permit any part of the construction or Work site to be loaded so as to endanger its safety and/or the safety of persons at or in the vicinity of the Work site.

**6.1.9 OFF-SITE RESPONSIBILITY.** In addition to its other obligations under this Article 6, the Contractor shall, at Contractor's sole cost and expense, promptly repair any damage or disturbance to walls, utilities, streets, ways, sidewalks, curbs and the property of the State and third parties (including municipalities and other governmental agencies) resulting from the performance of the Work, whether by Contractor or by Contractor's Subcontractors at any tier. The Contractor shall not cause materials, including soil and debris, to be placed or left on streets or ways.

**6.1.10 EMERGENCIES.** In an emergency affecting safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall promptly notify DFCM of the action taken.

**6.2 HAZARDOUS MATERIALS.** In the event Contractor encounters at the Work site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other hazardous waste or substance that may endanger the health of persons performing Work or being at the Work site that is not part of the Work and/or disclosed by the Contract Documents, Contractor shall immediately stop Work in the area affected and immediately report the condition to DFCM and the A/E by phone with a follow-up email. Contractor shall resume the Work in the affected area upon written direction provided by DFCM. Except to the extent provided otherwise in the Contract Documents, or if the presence of hazardous materials is due to the fault of Contractor, Contractor shall not be required to perform, without Contractor's consent, any Work relating to asbestos, polychlorinated biphenyl (PCB), or any other hazardous waste or substance.

**6.3 HISTORICAL AND ARCHEOLOGICAL CONSIDERATIONS.** In the event Contractor discovers any cultural, historical, or archeological material that is either recognized as an item to be protected under federal, state, or local law or regulation, or is an item of obvious value to the State of Utah, Contractor shall cease any Work that would interfere with such discovery and immediately report the condition to DFCM and the A/E by phone with a follow-up email. Contractor shall resume the Work upon the direction of DFCM. Contractor shall ensure cooperation with any DFCM-recognized archaeologist or other cultural/historical expert.

**6.4 CONTRACTOR LIABILITY.** If Contractor fails in any of its obligations in Sections 6.2 through 6.3, Contractor shall be liable for any damages to DFCM, the State of Utah, or any third party resulting from such noncompliance. Contractor shall also be liable for any mitigation or restoration effort resulting from such noncompliance. To the extent all the following is met, the presence of hazardous material or cultural, historical, or archeological material at the Work site shall qualify as a concealed or unforeseen condition under Section 7.1.5:

**6.4.1** The presence of such material is not reasonably foreseeable given the site conditions that Contractor is or should have been aware of;

- 6.4.2** The presence of such material is not identified in any part of the Contract Documents;
- 6.4.3** Contractor has undertaken all proper action to mitigate any impact of the discovery of such material on the Contract Time and/or Contract Price;
- 6.4.4** The discovery of such material increases the Contract Time and/or Contract Price from what is stated in the Contract Documents; and
- 6.4.5** The requirements of Section 7.1.5 and the Contract Documents are met.

## **ARTICLE 7. MODIFICATIONS, PRs & PCOs, PRE AND CLAIM PROCESS.**

### **7.1 MODIFICATIONS: IN GENERAL.**

**7.1.1 TYPES OF MODIFICATIONS AND LIMITATIONS.** Changes in the Work may be accomplished after execution of the Contractor's Agreement, and without invalidating the Contract Documents, by ASI, Change Order or Construction Change Directive, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Contractor must have a written Change Order or Construction Change Directive executed by DFCM under this Article 7 prior to proceeding with any Work for which Contractor intends to request an increase in the Contract Price and/or an extension of the Contract Time.

**7.1.2 BY WHOM ISSUED.** The A/E or DFCM may issue ASIs not involving an adjustment in the Contract Price or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. A Change Order or Construction Change Directive shall be issued by DFCM. The A/E shall prepare Change Orders and Construction Change Directives with specific documentation and data for DFCM's approval and execution in accordance with the Contract Documents.

**7.1.3 CONTRACTOR TO PROCEED UNLESS OTHERWISE STATED.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the ASI, Change Order or Construction Change Directive.

**7.1.4 ADJUSTING UNIT PRICES.** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed shall cause a substantial inequity to DFCM or Contractor, the applicable unit prices may be equitably adjusted.

**7.1.5 CONCEALED OR UNKNOWN CONDITIONS.** Contractor must file a written notice with DFCM within seven (7) calendar days of the date that Contractor knew or should have known of a site condition described below or Contractor shall be deemed to waive any right to file any PCO, PRE, or Claim for an increase in the Contract Price and/or extension of the Contract Time related to such condition:

**7.1.5.1** If Contractor encounters unknown and reasonably unforeseeable subsurface or otherwise concealed physical conditions, including hazardous or historical/cultural/archeological materials under Article 6, which differ materially from those indicated by the Contract Documents or which would have been revealed by a reasonably thorough site inspection; or

**7.1.5.2** If Contractor encounters unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.

**7.1.6 INCREASE IN CONTRACT TIME.** To the extent DFCM and/or the State of Utah is damaged by the failure of Contractor to provide the notice required by Section 7.1.5 after the Contractor knows or should

have known of such site condition, Contractor shall be liable for liquidated damages attributable thereto, as well as any damages to the State of Utah and/or DFCM that are allowable in addition to liquidated damages.

## **7.1.7 ALLOWANCES.**

**7.1.7.1** The Contractor has included in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as DFCM may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**7.1.7.2** Unless otherwise provided in the Contract Documents:

**7.1.7.2.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Work site and all required taxes, less applicable trade discounts;

**7.1.7.2.2** Allowances shall cover the Contractor's costs of unloading and handling at the Work site, labor, installation costs and other expenses contemplated for allowance items of the Work, including the Contractor's overhead and profit.

**7.1.7.2.3** Whenever costs are more than or less than allowances, the Contract Price for the Work shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 7.1.7.2.1 and (2) changes in Contractor's costs under Section 7.1.7.2.2.

**7.1.7.3** Materials and equipment under an allowance shall be selected by DFCM with reasonable promptness.

## **7.2 CONTRACTOR INITIATED REQUESTS.**

**7.2.1 THE REQUEST FOR INFORMATION ("RFI") PROCESS AND TIME TO FILE.** Contractor may file an RFI with the A/E regarding any question the answer to which will assist Contractor in the proper completion of the Work, including, but not limited to, issues related to the Contract Documents, Drawings, and Specifications. The RFI shall be filed with the A/E in a timely manner so as not to prejudice DFCM as to the quality, time, or cost related to the Work.

**7.2.2 PROPOSED CHANGE ORDER ("PCO").** Within seven (7) days after Contractor knows or should know of a situation or condition for which Contractor anticipates requesting an increase in the Contract Price and/or extension of the Contract Time, Contractor must file a Proposed Change Order ("PCO") with DFCM, or Contractor shall be deemed to waive any right to claim an increase in the Contract Price and/or extension of the Contract Time related to such situation or condition. The PCO shall include all documentation supporting the PCO available to Contractor at the time of filing and Contractor shall thereafter diligently pursue the supplementation(s) of such documentation and promptly deliver such supplementation(s) to DFCM.

**7.2.2.1** One of the following may occur after a PCO is filed with DFCM:

**7.2.2.1.1** DFCM, after considering any input by the A/E, may reach an agreement with Contractor and issue a Change Order.

**7.2.2.1.2** DFCM, after considering any input by the A/E, may issue a Construction Change Directive.

**7.2.2.1.3** If DFCM, after considering any input by the A/E, disagrees with Contractor's PCO, DFCM may seek additional information or verification from Contractor, the A/E, or other sources, and may negotiate with

Contractor, may issue a Change Order upon such later agreement, may issue or retract an issued PR, or may issue a Construction Change Directive.

**7.2.2.2** If a Construction Change Directive is issued which identifies DFCM's position in regard to a Contract Price and/or Contract Time adjustment or if a PCO is denied by DFCM, Contractor must file a PRE no later than twenty-one (21) days after Contractor's receipt of the Construction Change Directive or such denial of the PCO. Failure to timely file a PRE shall be deemed to waive any right to an increase in the Contract Price and/or extension of the Contract Time related to a Construction Change Directive beyond that identified by DFCM in the Construction Change Directive, if any, or denial of the PCO. Such waiver shall entitle DFCM to convert a Construction Change Directive into a Change Order, whether or not executed by Contractor.

**7.2.2.3** If a Construction Change Directive leaves open the determination of an increase in the Contract Price and/or extension of the Contract Time related to a change in the Work, then the time period for commencement of filing the PRE shall not accrue until such time as DFCM has conveyed to Contractor DFCM's position as to increase, if any, in the Contract Price and/or extension, if any, of the Contract Time as a result of the change in the Work.

**7.2.2.4** The Contractor must continually cooperate with DFCM in providing data, documentation and efforts to resolve any issues related to a PCO.

**7.2.3** **SUBSTITUTIONS.** The Contractor may make substitutions only with the consent of DFCM, after evaluation by the A/E and in accordance with a Change Order. Substitutions will be considered after the award of the Contractor's Agreement only when a PCO is submitted by the Contractor to substitute a non-specified product for a product specified in the Contract Documents, under the following conditions:

**7.2.3.1** The PCO is accompanied by complete data on the proposed substitution substantiating compliance with the design intent and performance requirements of the Contract Documents, including product identification and description, performance and test data, references and samples where applicable, comparison of the proposed substitution with the products specified or named in the Contract Documents, and the impact of the substitution upon the Contract Time.

**7.2.3.2.** The PCO is accompanied by accurate cost data on the proposed substitution and comparison with the products specified, whether or not modification of the Contract Price is to be a consideration.

**7.2.3.3** The Contractor is responsible for any additional costs for the A/E's additional services caused by the evaluation of the proposed substitution and/or the substitution of products.

**7.2.3.4** The PCO for substitution by the Contractor shall constitute a certification by the Contractor that the Contractor has investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; the cost data presented by the Contractor is complete and includes all related costs under the Contract Documents, including the A/E's additional services; the Contractor waives all claims for additional costs related to the substitution which subsequently become apparent; the Contractor will provide the same guarantee or warranty for the substituted product that the Contractor would have provided for the product specified in the Contract Documents; and the Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be properly completed in all respects.

**7.2.3.5** Substitutions will not be considered by the A/E or DFCM if they are intended or implied by submittals of Shop Drawings, Product Data or Samples without a PCO for substitution or when for their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.

**7.3 PROPOSAL REQUEST INITIATED BY DFCM.** DFCM may submit a Proposal Request to Contractor seeking information, data, impact on the Contract Price and/or impact on the Contract Time for a change in the Work or other modification to the Contract Documents. The PR shall provide a time limit for Contractor to file a response with the A/E and DFCM. If a proposal is not timely provided by Contractor, DFCM may calculate a Change Order under Section 7.4.2. Upon timely receipt of a proposal, one of the following shall occur:

**7.3.1 IF AGREEMENT, CHANGE ORDER ISSUED.** DFCM, after considering any input by the A/E, may reach an agreement with the Contractor and issue a Change Order.

**7.3.2 IF DISAGREEMENT.** If DFCM disagrees with Contractor's proposal, after considering any input from the A/E, DFCM may seek additional information or verification from Contractor or other sources, may negotiate with Contractor, may issue a Change Order upon such later agreement, may retract the PR, or may issue a Construction Change Directive. If a Construction Change Directive is issued that identifies DFCM's position in regard to the increase, if any in the Contract Price and/or extension, if any, of the Contract Time, Contractor must file a PRE within twenty-one (21) days of Contractor's receipt of the Construction Change Directive, or Contractor shall be deemed to waive any right for an increase in the Contract Price and/or extension of the Contract Time as a result of the issuance of the Construction Change Directive beyond that identified by DFCM in the Construction Change Directive, if any. Such waiver shall entitle DFCM to convert the Construction Change Directive into a Change Order, whether or not executed by Contractor. If the Construction Change Directive leaves open the determination of an increase, if any, in the Contract Price and/or extension, if any, of the Contract Time related to the change in the Work, then the time period for commencement of filing the PRE shall not accrue until such time as DFCM has conveyed to Contractor DFCM's position as to the increase, if any, in the Contract Price and/or extension, if any, of the Contract Time resulting from the change in the Work.

## **7.4 CHANGE ORDERS.**

**7.4.1 ADJUSTING PRICE BASED UPON AGREEMENT.** If a Change Order provides for an adjustment to the Contract Price, the adjustment shall be based on the mutual agreement of Contractor and DFCM, including any terms mandated by unit price agreements or other terms of the Contract Documents.

**7.4.2 DFCM RESOLUTION OF PRICE IN THE ABSENCE OF AN AGREEMENT UNDER SECTION 7.4.1.** In the absence of an agreement under Section 7.4.1, the adjustment in Contract Price shall be based on an itemized accounting of costs and savings supported by appropriate data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section shall be limited to the following:

**7.4.2.1** All direct and indirect costs of labor; including workers' compensation insurance, social security, and other federal and state payroll-based taxes, and payroll-based fringe benefits paid by Contractor so long as they are reasonable and no higher than that charged to other clients;

**7.4.2.2** Costs of materials, on-site temporary facilities, supplies, and equipment (except hand tools) required for or incorporated into the Work;

**7.4.2.3** Rental costs of machinery, equipment, tools (except hand tools), and on-site temporary facilities, whether rented from Contractor or others;

**7.4.2.4** Costs of permits and other fees, sales, use or similar taxes related to the Work; and

**7.4.2.5** Overhead and profit. The markups stated herein for overhead and profit are intended to cover the Contractor's profit and all indirect costs associated with a change in the Work. Items covered by such markups include, but are not limited to: home office expenses, branch office and field office overhead expense of any

kind; project management; estimating, engineering; coordinating; expediting; purchasing; billing and invoicing; detailing; legal, accounting, data processing or other administrative expenses; computer and telephone costs (including computer and phone allowances); shop drawings; liability insurance premium, auto insurance premium, performance and payment bond premium and SDI; vehicle costs (including vehicle allowances); ESOP related costs; and warranty expense costs. The cost for the use of small tools is also to be considered covered by such markups. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than Seven Hundred Fifty Dollars (\$750).

**7.4.2.5.1** The maximum markup percentage to be paid to any contractor (regardless of tier) including Contractor, a Subcontractor and/or Sub-subcontractor on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net increased direct cost of: (A) direct labor and allowable labor burden costs applicable to the change in the Work; (B) the net cost of material and installed equipment incorporated into the change in the Work, and (C) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work;

**7.4.2.5.2** With respect to pricing the portion of Change Orders involving work performed by lower tier contractors, including Subcontractors and Sub-subcontractors, the maximum markup percentage allowable to the Contractor, Subcontractor or Sub-subcontractor supervising the lower tier contractor's work shall not exceed seven percent (7%) of the net increase of all approved changes in the Work performed by all contractors combined for any particular Change Order.

**7.4.2.5.3** Contractor agrees to include these limitations on Change Order pricing in Contractor's subcontracts with Subcontractors and shall likewise require all of Contractor's Subcontractors to include the same provisions in all sub-subcontracts with their respective Sub-subcontractors of any tier.

**7.4.3 CREDITS.** The amount of credit to be allowed by Contractor to DFCM for a deletion or change in the Work which results in a net decrease in the Contract Price shall be actual net cost as confirmed to DFCM based upon corroboration by an appropriate source, provided, however, the application of the markup percentages referenced in Section 7.4.2.5 for overhead and profit will apply only to additive change orders. In those instances where a change in the Work involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net additive amount, if any.

**7.4.4 EFFECT OF A CHANGE ORDER.** A Change Order signed by the Contractor constitutes the Contractor's agreement that, when implemented by DFCM, the adjustment in the Contract Price, if any, and/or the adjustment in the Contract Time, if any, for the change in the Work shall fully and finally compensate the Contractor and its Subcontractors and Sub-subcontractors of any tier for any and all additional costs, damages or expenses arising directly or indirectly out of the change in the Work described in the Change Order.

**7.4.4.1** All Change Orders shall be conclusively presumed to constitute settlement of all Claims for direct or indirect damages of the Contractor, its Subcontractors and their respective Sub-subcontractors of any tier arising out of the change in the Work. This shall include, but is not limited to, any and all so-called "delay," "equitable adjustment," "impact," "cumulative impact," "acceleration," "constructive acceleration," "inefficiency," "interference," "indirect," "ripple" or "consequential" claims, costs or damages and all direct or indirect costs pertaining to the Contractor's home office, branch offices, or field site office and all other costs and effects whatsoever relating to the change in the Work.

**7.4.4.2** Any statement unilaterally added by the Contractor to a Change Order or contained in any transmittal or separate correspondence wherein the Contractor unilaterally attempts to reserve rights to seek any further increases in the Contract Price and/or further extensions of the Contract Time for a change in the Work that is the subject of the Change Order and/or arising out of, related to and/or connected with the change in the Work described in the Change Order shall be null and void.

## **7.5 CONSTRUCTION CHANGE DIRECTIVES.**

**7.5.1 WHEN USED AND CONTRACTOR'S RIGHT TO CHALLENGE.** Without invalidating the Contractor's Agreement, DFCM reserves the right to unilaterally issue, in DFCM's sole discretion, a Construction Change Directive that requires Contractor to proceed with a change in the Work. DFCM may order minor changes within the scope of Work without granting an adjustment in the Contract Price or an extension of the Contract Time if such minor changes within the scope of Work are consistent with the intent of the Contract Documents. In order to expedite the Work and avoid or minimize delays in the Work that may affect the Contract Price or Contract Time, the Contract Documents shall be amended as described below. If the Construction Change Directive leaves open the determination of an increase, if any, in the Contract Price and/or extension, if any, of the Contract Time related to the change in the Work, then the Construction Change Directive shall indicate the timeframe(s) in which Contractor shall provide further information to resolve such open issue(s). When DFCM and Contractor agree upon an increase, if any, in the Contract Price and/or extension, if any, in the Contract Time related to a Construction Change Directive, the parties shall execute a Change Order. Additionally, the Construction Change Directive may be converted to a Change Order under Section 7.2.2.2 or Section 7.3.2.

**7.5.2 PROCEED WITH WORK.** Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in the Work involved.

**7.5.3 INTERIM PAYMENTS BY DFCM.** Pending the final determination of the increase in the Contract Price, if any, associated with a Construction Change Directive, DFCM shall pay any undisputed amount to Contractor.

**7.6 ASI.** The A/E may at any time that is consistent with maintaining the quality, safety, time, budget, and function of the Work, issue to Contractor an ASI after approval from DFCM is obtained.

## **7.7 PROCEDURE FOR PRELIMINARY RESOLUTION EFFORTS.**

**7.7.1 REQUEST FOR PRELIMINARY RESOLUTION EFFORT (PRE).** If Contractor wishes to raise an issue related to an alleged breach of contract by DFCM or an issue concerning time or money, Contractor shall file a PRE as a prerequisite for any consideration of the issue by DFCM. The labeling of the notice or request shall not preclude the consideration of the issue by DFCM.

**7.7.2 TIME FOR FILING.** The PRE must be filed in writing with DFCM within twenty-one (21) days of any of the following:

**7.7.2.1** Issuance of a Construction Change Directive that states the adjustment in Contract Price and/or Contract Time, if any, if Contractor disagrees with such adjustment;

**7.7.2.2** Issuance of a statement of DFCM's position with respect to the adjustment in Contract Price and/or Contract Time, if any, in a previously issued Construction Change Directive that left open the adjustment in Contract Price and/or Contract Time, if Contractor disagrees with such statement;

**7.7.2.3** Issuance of a denial of a PCO by DFCM;

**7.7.2.4** In the case of a Subcontractor, after the expiration of the time period for the Contractor/Subcontractor PRE process under Section 7.7.5; or

**7.7.2.5** Except as provided in Section 7.2.2, when Contractor knows or should have known about any other issue where Contractor seeks an adjustment in the Contract Price, Contract Time and/or other relief from DFCM.

**7.7.3 CONTENT REQUIREMENT.** The PRE shall be required to include in writing to the extent information is reasonably available at the time of filing of the PRE:

**7.7.3.1** A description of the issue;

**7.7.3.2** The potential impact on the Work, Contract Price and/or Contract Time; and

**7.7.3.3** An indication of the relief sought.

**7.7.4 SUPPLEMENTATION.** Additional detail of the content requirement under Section 7.7.3 shall be provided later if the detail is not yet available at the initial filing as follows:

**7.7.4.1** While the issue is continuing or the impact is being determined, Contractor shall provide a written updated status report every thirty (30) days or as otherwise reasonably requested by DFCM; and

**7.7.4.2** After the issue is concluded and/or the impact is determinable, complete information, including any impacts on Contract Price, Contract Time and/or other relief requested, if any, must be provided to DFCM within twenty-one (21) days of the earlier of the date the issue is concluded or the impact is determinable.

**7.7.5 SUBCONTRACTORS.** Contractor must include the provisions of this Section 7.7.5 in Contractor's subcontract with each Subcontractor and require each Subcontractor to do likewise in each Subcontractor's sub-subcontracts with Sub-subcontractors. At Contractor's discretion, Contractor may allow a Sub-subcontractor at the second tier and beyond to submit a PRE directly to Contractor.

**7.7.5.1** In order for a Subcontractor at any tier to be involved with the PRE of DFCM, the following conditions and process shall apply:

**7.7.5.1.1** The Subcontractor must have attempted to resolve the issue with Contractor, including the submission of a PRE with Contractor.

**7.7.5.1.2** The Subcontractor must file a copy of the PRE with DFCM;

**7.7.5.1.3** The PRE to Contractor must meet the time, content, and supplementation requirements of Sections 7.7.2, 7.7.3 and 7.7.4. The triggering event for a Subcontractor to file a PRE shall be the time at which the issue cannot be resolved through negotiation;

**7.7.5.1.4** The PRE submitted to Contractor shall only be eligible for consideration in DFCM's PRE process to the extent the issue is reasonably related to the performance of DFCM or an entity for which DFCM is liable;

**7.7.5.1.5** Contractor shall resolve the PRE with the Subcontractor within sixty (60) days of its submittal to Contractor or such other time period as subsequently agreed to by the Subcontractor in writing. If Contractor fails to resolve the PRE with the Subcontractor within such required time period, the Subcontractor may submit in writing the PRE with Contractor and DFCM. In order to be eligible for DFCM's consideration of the PRE, the Subcontractor must submit the PRE within twenty-one (21) days of the expiration of the time period for the Contractor/Subcontractor PRE process. DFCM shall consider the PRE as being submitted by Contractor on behalf of the Subcontractor;

**7.7.5.1.6** Upon such PRE being submitted, Contractor shall cooperate with DFCM in reviewing the issue;

**7.7.5.1.7** DFCM shall not be obligated to consider any submission which is not in accordance with any provision of this Section 7.7.5;



**7.7.5.1.8** The Subcontractor may accompany Contractor in participating with DFCM regarding the PRE raised by the Subcontractor. DFCM shall not be precluded from meeting with Contractor separately, and it shall be the responsibility of Contractor to keep the Subcontractor informed of any such meetings; and

**7.7.5.1.9** Notwithstanding any provision of this Section 7.7.5, a Subcontractor shall be entitled to pursue a payment bond claim.

**7.7.6 INFORMATION AND MEETINGS.** DFCM may request additional information and may meet with the parties involved with the issue.

**7.7.7 CONTRACTOR REQUIRED TO CONTINUE PERFORMANCE.** Pending the final resolution of the issue, unless otherwise agreed upon in writing by DFCM, Contractor shall proceed diligently with performance of the Work and DFCM shall continue to make payments of undisputed amounts in accordance with the Contract Documents.

**7.7.8 DECISION.** DFCM shall issue to Contractor, and any other third party brought into the process by DFCM as being potentially liable to DFCM, a written decision providing the basis for the decision on the issues presented by all of the parties within thirty (30) days of receipt of all the information required under Sections 7.7.3 and 7.7.4.

**7.7.9 DECISION FINAL UNLESS CLAIM SUBMITTED.** The decision by DFCM shall be final, and not subject to any further administrative or judicial review (not including judicial enforcement) unless a Claim is submitted in accordance with these General Conditions.

**7.7.10 EXTENSION REQUIRES MUTUAL AGREEMENT.** Any time period specified in Section 7.7 may be extended by mutual agreement of Contractor and DFCM.

**7.7.11 IF DECISION NOT ISSUED.** If the decision is not issued within the thirty (30) day period, stated in Section 7.7.8 including any agreed to extensions, the issue may be pursued as a Claim.

**7.7.12 PAYMENT FOR PERFORMANCE.**

**7.7.12.1** Except as otherwise provided in the Contract Documents, any final decision where DFCM is to pay additional monies to Contractor, shall not be delayed by any PRE, Claim, or appeal by another party.

**7.7.12.2** Payment to Contractor in accordance with any final decision shall be made by DFCM consistent with the Contract Documents.

**7.7.12.3** Notwithstanding any other provision of the Contract Documents, payment to Contractor shall be subject to any set-off, claims, or counterclaims of DFCM.

**7.7.12.4** Payment to Contractor for a Subcontractor issue submitted by the Contractor shall be paid by Contractor to Subcontractor in accordance with the subcontract between Contractor and Subcontractor.

**7.7.12.5** Any payment or performance determined owing by Contractor to DFCM shall be made in accordance with the Contract Documents.

**7.8. RESOLUTION OF CLAIM.**

**7.8.1 CLAIM.** If the decision on the PRE is not issued within the required timeframe or if Contractor is not satisfied with the decision, Contractor, or other party brought into the process by DFCM, may submit a Claim in accordance with this Section 7.8 as a prerequisite for any further consideration by DFCM or the right to any judicial review of the issue giving rise to the Claim.

**7.8.2 SUBCONTRACTORS.** In order for a Subcontractor to have its issue considered in the Claim process by DFCM, the Subcontractor that had its issue considered under Section 7.7.5 may submit the issue as a Claim by filing it with Contractor and DFCM within the same timeframe and with the same content requirements as required of a Claim submitted by Contractor under this Section 7.8.2. DFCM shall consider the Claim as being submitted by Contractor on behalf of the Subcontractor. Under no circumstances shall any provision of these General Conditions or the Contract Documents be construed so as to create any contractual relationship between DFCM and any Subcontractor.

**7.8.2.1** Upon such Claim being submitted, the Contractor shall fully cooperate with the Director, the person(s) evaluating the claim and any subsequent reviewing authority.

**7.8.2.2** The Director shall not be obligated to consider any submission which is not in accordance with this Section 7.8.2.

**7.8.2.3** The Subcontractor may accompany Contractor in participating with the Director, the person(s) evaluating the Claim and any subsequent reviewing authority regarding the Claim. The Director, the person(s) evaluating the Claim, and any subsequent reviewing authority is not precluded from meeting with Contractor separately, and it shall be the responsibility of Contractor to keep the Subcontractor informed of any such meetings and matters discussed.

**7.8.2.4** Notwithstanding any provision of this Section 7.8, a Subcontractor shall be entitled to pursue a payment bond claim.

**7.8.3 TIME FOR FILING.** The Claim must be filed in writing promptly with the Director of DFCM, but in no case more than twenty-one (21) days after the decision is issued on the PRE under Section 7.7.8 or no more than twenty-one (21) days after the thirty (30) day period under Section 7.7.11 has expired with a decision not issued.

**7.8.4 CONTENT REQUIREMENT.** The written Claim shall include:

**7.8.4.1** A description of the issues in dispute;

**7.8.4.2** The basis for the Claim, including documentation and analysis required by the Contract Documents and applicable law and rules that allow for the proper determination of the Claim;

**7.8.4.3** A detailed cost estimate for any amount sought, including copies of any related invoices; and

**7.8.4.4** A specific identification of the relief sought.

**7.8.5 EXTENSION OF TIME TO SUBMIT DOCUMENTATION.** The time period for submitting documentation and any analysis to support a Claim may be extended by the Director upon written request of the claimant showing just cause for such extension, which request must be included in the initial Claim submittal.

**7.8.6 CONTRACTOR REQUIRED TO CONTINUE PERFORMANCE.** Pending the final determination of the Claim, including any judicial review or appeal process, and unless otherwise agreed upon in writing by the Director, Contractor shall proceed diligently with performance of the Contract and DFCM shall continue to make payments of undisputed amounts in accordance with the Contract Documents.

**7.8.7 AGREEMENT OF CLAIMANT ON METHOD AND PERSON(S) EVALUATING THE CLAIM.** The Director shall first attempt to reach agreement with the claimant on the method and person(s) to evaluate the Claim. If such agreement cannot be made within fourteen (14) days of filing of the Claim, the Director shall select the method and person(s), considering the purposes described in Rule R23-26-1. Unless agreed to by the Director and the claimant, any selected person shall not have a conflict of interest or appearance of impropriety. Any party and the person(s) evaluating the Claim has a duty to promptly raise any circumstances regarding a conflict of interest or appearance of impropriety. If such a reasonable objection is raised, and unless otherwise agreed to by the Director and the claimant, the Director shall take appropriate action to eliminate the conflict of interest or appearance of impropriety. The dispute resolution methods and person(s) may include any of the following:

**7.8.7.1** A single expert and/or hearing officer qualified in the field that is the subject of the Claim;

**7.8.7.2** An expert panel, consisting of members that are qualified in a field that is the subject of the Claim;

**7.8.7.3** An arbitration process which may be binding if agreed to by the parties to the Claim;

**7.8.7.4** A mediator; or

**7.8.7.5** Any other method that best accomplishes the purposes set forth in Rule R23-26-1.

**7.8.8 THE EVALUATION PROCESS, TIMEFRAMES OF EVALUATOR(S), DIRECTOR'S DETERMINATION, ADMINISTRATIVE APPEAL TO THE EXECUTIVE DIRECTOR AND JUDICIAL REVIEW.** The Claim shall be evaluated, the timeframe for specific events related to the person(s) evaluating the Claim, the Director's determination, any appeal to the Executive Director and any judicial review shall be subject to the provisions of Rule R23-26-5(8), R23-26-5(9), R23-26-6 and R23-26-8. A copy of these Administrative Rules is available at <https://rules.utah.gov>.

**7.8.9 APPEAL PROCESS PREREQUISITE FOR FURTHER CONSIDERATION OR JUDICIAL REVIEW.** The administrative appeal to the Executive Director is a prerequisite for any further consideration by the State of Utah, or to judicial review of the issue giving rise to the Claim. It shall be

considered that the Contractor, or another party brought into the process by DFCM, has not exhausted its administrative remedies if such an administrative appeal is not undertaken.

#### **7.8.10 PAYMENT OF CLAIM.**

**7.8.10.1** When a stand-alone component of a Claim has received a final determination, and is no longer subject to review or appeal, that amount shall be paid in accordance with the payment provisions of the Contract Documents or judicial order.

**7.8.10.2** When the entire Claim has received a final determination, and is no longer subject to review or appeal, the full amount shall be paid within fourteen (14) days of the date of the final determination unless the Work or services have not been completed, in which case the amount shall be paid in accordance with the payment provisions of the Contract Documents to the point that the Work is completed.

**7.8.10.3** The final determination date is the earlier of the date upon which the claimant accepted the settlement in writing with an executed customary release document and waived its rights of appeal, or the expiration of the appeal period, with no appeal filed, or the determination made resulting from the final appeal.

**7.8.10.4** Any final determination where DFCM is to pay additional monies to Contractor shall not be delayed by any appeal or request for judicial review by another party brought into the process by DFCM as being liable to DFCM.

**7.8.10.5** Notwithstanding any other provision of the Contract Documents, payment of all or part of a Claim shall be subject to any set-off, claims, or counterclaims of DFCM.

**7.8.10.6** Payment to Contractor for a Subcontractor issue (Claim) deemed filed by Contractor, shall be paid by Contractor to the Subcontractor in accordance with the subcontract between Contractor and the Subcontractor.

**7.8.10.7** The execution of a customary release document by the claimant related to any payment may be required as a condition of making the payment. Unless expressly and specifically released in writing by DFCM, settlement of a Claim by DFCM shall not be deemed a waiver of Claims reserved under Section 8.8.3.

#### **7.8.11 ALLOCATION OF COSTS OF CLAIM RESOLUTION PROCESS.**

**7.8.11.1** In order to file a Claim, a claimant must pay a Fifteen Hundred Dollar (\$1,500.00.00) filing fee to DFCM. When the Claim is a pass-through from a Subcontractor in accordance with Section 7.7.5, the payment of the fee shall be made by the Subcontractor.

**7.8.11.2** Unless otherwise agreed to by the parties to the Claim, the costs of resolving the Claim shall be allocated among the parties on the same proportionate basis as the determination of financial responsibility for the Claim.

**7.8.11.3** The costs of resolving the Claim that are subject to allocation include the claimant's filing fee, the costs of any person(s) evaluating the Claim, the costs of making any required record of the process, and any additional testing or inspection procured to investigate and/or evaluate the Claim.

**7.8.11.4** Each party shall be responsible for its own attorney fees.

**7.8.12 ALTERNATIVE PROCEDURES.** To the extent otherwise permitted by law, if all parties to a Claim agree in writing, a protocol for resolving a Claim may be used that differs from the process described in this Section 7.8.

**7.8.13 IMPACT ON FUTURE SELECTIONS.**

**7.8.13.1** The presentation of a good faith and non-frivolous issue or Claim shall not be considered by DFCM in DFCM’s selection process for a future award of contract; and

**7.8.13.2** The submission of a bad faith and frivolous issue or Claim, or the failure by a Contractor to facilitate resolution of a Claim, may be considered in DFCM’s evaluation of performance.

**7.8.14\*** **DFCM’S RIGHT TO HAVE ISSUES, DISPUTES OR CLAIMS CONSIDERED.** As stated in Rule R23-26-1(6), Sections 7.7 and 7.8 do not limit the right of DFCM to have any of DFCM’s issues, disputes or claims considered. DFCM reserves all rights to pursue DFCM’s issues, disputes or claims in law or equity including, but not limited to, any or all of the following: damages, delay damages and impacts, losses, liability, patent or latent defects, or failure to perform under the Contract Documents. If the Director appoints an expert or a panel to consider any such issue(s), dispute(s) or claim(s) of DFCM, Contractor shall cooperate with such expert or panel process.

*\*The previous ‘Section 7.8.14 REPORT TO THE BUILDING BOARD’ has been removed as of 07122023.  
\*The previous ‘Section 7.8.15 DFCM’S RIGHT TO HAVE ISSUES, DISPUTES OR CLAIMS CONSIDERED’ has been renumbered to Section 7.8.14 as of 07122023.*

**ARTICLE 8. PAYMENTS AND COMPLETION.**

**8.1 SCHEDULE OF VALUES.** With the first Application for Payment, Contractor shall submit to the A/E and DFCM a schedule of values allocated to all the various portions of the Work. The schedule of values shall be submitted on the form approved and provided by DFCM. The schedule of values must consist of a detailed and specific breakdown of values actually associated with the various items of Work and shall in no event be “frontloaded”. The A/E shall make recommendations to DFCM regarding the schedule of values including any suggested modifications. When approved, including any approved modifications, by DFCM, it shall be the basis for future Contractor Applications for Payment. Contractor shall be entitled to reasonably reallocate values in the schedule of values with prior written notice to DFCM. Contractor shall not be entitled to payment until receipt and acceptance of the schedule of values.

**8.2 APPLICATIONS FOR PAYMENT.**

**8.2.1 IN GENERAL.** The following general requirements shall be met:

**8.2.1.1** Contractor shall submit to the A/E an itemized Application for Payment for Work completed in accordance with the schedule of values and that reflects retainage as provided for in the Contractor’s Agreement. The Application for Payment shall be on a form approved and provided by DFCM.

**8.2.1.2** The Application for Payment shall be supported by such data substantiating Contractor’s right to payment as DFCM or the A/E may require.

**8.2.1.3** The Application for Payment may include requests for payment pursuant to approved Change Orders or Construction Change Directives.

**8.2.1.4** The Application for Payment shall not include requests for payment for portions of the Work performed by a Subcontractor when Contractor does not intend to pay that Subcontractor because of a dispute or other reason.

**8.2.1.5** In executing the Application for Payment, Contractor shall attest that Subcontractors involved with prior Applications for Payment have been paid, unless Contractor provides a detailed explanation why such

payment has not occurred. DFCM reserves the right to require Contractor to submit a Utah Conditional Waiver and Release Upon Progress Payment form from one or more Subcontractors.

**8.2.2 PAYMENT FOR MATERIAL AND EQUIPMENT.** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Work site for subsequent incorporation into the Work. If approved in advance by DFCM and A/E, payment may similarly be made for materials and equipment suitably stored off-site at a location agreed upon in writing. Payment for materials and equipment stored on or off-site shall be conditioned upon compliance by Contractor with procedures satisfactory to DFCM to establish DFCM's title to such materials and equipment or otherwise protect DFCM's interest, and shall include applicable insurance, storage, and transportation to the Work site for such materials and equipment stored off-site. DFCM may require copies of invoices or other suitable documentation.

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

**8.2.4 HOLDBACK BY DFCM.** Notwithstanding anything to the contrary contained in the Contract Documents, DFCM may, as a result of the claims resolution process, withhold any payment to Contractor if and for so long as Contractor fails to perform any of its obligations under the Contract Documents or otherwise is in default under any of the Contract Documents.

### **8.3 CERTIFICATES FOR PAYMENT.**

**8.3.1 ISSUED BY A/E.** The A/E shall within seven (7) days after receipt of Contractor's Application for Payment, either issue to DFCM a Certificate for Payment, with a copy to the Contractor, for such amount as the A/E determines due or notify Contractor and DFCM in writing of the A/E's reasons for withholding certification in whole or in part as provided in Section 8.4.1. If the A/E fails to act within said seven (7) day period, Contractor may file the Application for Payment directly with DFCM and DFCM shall thereafter have twenty-one (21) days from the date of DFCM's receipt to resolve the amount to be paid and to pay the undisputed amount. The accuracy of Contractor's Applications for Payment shall be Contractor's responsibility, not A/E's.

**8.3.2 A/E'S REPRESENTATIONS.** The A/E's issuance of a Certificate for Payment shall constitute a representation to DFCM that to the best of the A/E's knowledge, information and belief, based upon the A/E's observations at the site, the data comprising the Application for Payment, and what is reasonably inferable from the observations and data, that the Work has progressed to the point indicated in the Application for Payment and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the A/E. The issuance of a Certificate for Payment shall further constitute a representation that Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the A/E has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by DFCM to substantiate Contractor's right to payment; (4) ascertained how or for what purpose Contractor used money previously paid on account of Contract Price; or (5) any duty to make such inquiries.

## **8.4 DECISIONS TO WITHHOLD CERTIFICATION.**

**8.4.1 WHEN WITHHELD.** The A/E may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect DFCM, if in the A/E's judgment the representations to DFCM required in Section 8.3.2 cannot be made. If the A/E is unable to certify payment in the amount of the Application for Payment, the A/E shall notify Contractor and DFCM as provided in Section 8.3.1. If Contractor and the A/E cannot agree on a revised amount, the A/E shall promptly issue a Certificate for Payment for the amount to which the A/E makes such representations to DFCM. The A/E may also decide not to certify payment or, because of subsequently discovered evidence or observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the A/E's opinion to protect DFCM from loss because of:

**8.4.1.1** Defective Work not remedied;

**8.4.1.2** Third party claims filed or reasonable evidence indicating probable filing of such claims;

**8.4.1.3** Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;

**8.4.1.4** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

**8.4.1.5** Damage to DFCM or another contractor;

**8.4.1.6** Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the Contract Price would not be adequate to cover actual or liquidated damages for the anticipated delay; or

**8.4.1.7** Failure to carry out the Work in accordance with the Contract Documents.

**8.4.2 CERTIFICATION ISSUED WHEN REASONS FOR WITHHOLDING REMOVED.** When the reasons stated in Section 8.4.1 for withholding certification are removed, certification shall be made for such related amounts.

**8.4.3 CONTINUE WORK EVEN IF CONTRACTOR DISPUTES A/E'S DETERMINATION.** If Contractor disputes any determination by the A/E or the result of the claims resolution process with regard to any Certification of Payment, Contractor nevertheless shall expeditiously continue to prosecute the Work.

**8.4.4 DFCM NOT IN BREACH.** DFCM shall not be deemed to be in breach of Contractor's Agreement by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided DFCM's action or such withholding is consistent with the results of the dispute resolution process.

## **8.5 PROGRESS PAYMENTS.**

### **8.5.1 IN GENERAL, INTEREST OR LATE PAYMENTS.**

**8.5.1.1** Except as provided in Section 8.3.1, DFCM shall pay any undisputed amount within twenty-eight (28) days of the date that the Application for Payment was submitted to the A/E. In no event shall DFCM be required to pay any disputed amount.

**8.5.1.2** Except as otherwise provided by law, if any payment is late based upon the provisions of the Contract Documents, Contractor shall be paid interest at the rate stated in Utah Code § 15-6-3.

**8.5.2 CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY.** Contractor shall promptly and no later than the date established in Utah Code § 15-6-5 pay each Subcontractor, upon receipt of payment from DFCM, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payment to its Sub-subcontractors in a similar manner.

**8.5.3 INFORMATION FURNISHED BY A/E OR DFCM TO SUBCONTRACTOR.** The A/E or DFCM shall, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by Contractor and action taken thereon by the A/E and DFCM on account of portions of the Work done by such Subcontractor.

**8.5.4 DFCM AND A/E NOT LIABLE.** Neither DFCM or A/E shall have an obligation to pay, monitor, or enforce the payment of money to a Subcontractor, except to the extent as may otherwise be required by law.

**8.5.5 CERTIFICATE, PAYMENT OR USE NOT ACCEPTANCE OF DEFECTIVE WORK.** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Work by DFCM shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

**8.6 PAYMENT UPON SUBSTANTIAL COMPLETION.** Upon Substantial Completion of the Work or designated portion thereof and upon application by Contractor and certification by the A/E, DFCM shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. To the extent allowed by law, DFCM may retain until final completion up to twice the fair market value of the Work that has not been completed in accordance with the Contract Documents, or, in the absence of applicable Contract Documents, generally accepted craft standards.

**8.7 PARTIAL OCCUPANCY OR USE.**

**8.7.1 IN GENERAL.** DFCM may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with Contractor and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided DFCM and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of the warranties required by the Contract Documents. When Contractor considers a portion to be Substantially Complete, Contractor shall prepare and submit a list to the A/E as previously provided for herein. Consent of Contractor to partial occupancy or use shall not be unreasonably withheld. Contractor shall have continuing responsibility to protect the Work site and the Work during such partial occupancy or use and shall be responsible for damage except to the extent caused solely by DFCM during such partial occupancy or use. The stage of progress of the Work shall be determined by written agreement between DFCM and Contractor.

**8.7.2 INSPECTION.** Immediately prior to such partial occupancy or use, DFCM, Contractor and A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**8.7.3 NOT CONSTITUTE ACCEPTANCE.** Except to the extent it is agreed upon in writing by DFCM, partial occupancy or use of a portion of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**8.7.4 INSURANCE.** Partial occupancy or use shall not commence until the insurance company or companies providing property insurance under Section 10.2 have provided any required consent to such partial



occupancy or use by endorsement or otherwise. DFCM shall take reasonable steps to obtain any required consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

## **8.8 FINAL PAYMENT.**

**8.8.1 CERTIFICATE FOR PAYMENT.** The A/E's final Certificate for Payment shall constitute a further representation that the conditions listed in Section 8.8.2 as precedent to Contractor's being entitled to final payment have been fulfilled.

**8.8.2 CONDITIONS FOR FINAL PAYMENT.** Neither final payment nor any remaining retained percentage shall become due until Contractor submits to the A/E the following to the extent required by DFCM:

**8.8.2.1** An affidavit that payrolls, bills for material and equipment, and other indebtedness connected with the Work (less amounts withheld by DFCM) have been paid or otherwise satisfied;

**8.8.2.2** A current or additional certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and shall not be canceled or allowed to expire until at least twenty-eight (28) days prior written notice, by certified mail, return receipt requested, has been given to DFCM;

**8.8.2.3** A written statement that Contractor knows of no reason that the insurance shall not be renewable to cover the period required by the Contract Documents;

**8.8.2.4** If requested by the surety in a timely manner or by DFCM, consent of surety, to final payment;

**8.8.2.5** Receipt of Record Drawings, Specifications, Addenda, Change Orders and other Modifications maintained at the site; the warranties, instructions, operation and maintenance manuals, and training videos required to be furnished by the Contract Documents;

**8.8.2.6** Other data establishing payment or satisfaction of obligations, such as a Utah Waiver and Release Upon Final Payment form from Contractor, Subcontractors and Sub-subcontractors, receipts, other releases and waivers of liens, claims, security interests, or encumbrances arising out of Contractor's Agreement, to the extent and in such form as may be designated by DFCM. If a Subcontractor or Sub-subcontractor refuses to furnish a release or waiver required by DFCM, DFCM may require consent of surety to the final payment. If liens, claims, security interests, or encumbrances remain unsatisfied after payments are made, Contractor shall refund to DFCM all money that DFCM may be compelled to pay in discharging such liens, claims, security interests or encumbrances including all costs and reasonable attorney fees; and

**8.8.2.7** A written statement demonstrating how Contractor shall distribute interest earned on retention to Subcontractors as required by Utah Code § 13-8-5.

**8.8.3 WAIVER OF CLAIMS: FINAL PAYMENT.** The making of final payment shall constitute a waiver of Claims by DFCM, except those arising from:

**8.8.3.1** Liens, Claims, security interests, or encumbrances arising out of the Contract Documents and unsettled;

**8.8.3.2** Failure of the Work to comply with the requirements of the Contract Documents;

**8.8.3.3** Terms of warranties required by the Contract Documents; or

**8.8.3.4** Claims arising within the one-year period for correction of the Work and Claims to the extent not barred by Utah Code § 78B-2-225 and/or Utah Code § 78B-4-513.

**8.8.4 DELAYS NOT CONTRACTOR’S FAULT.** If, after Substantial Completion of the Work, Final Completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion, DFCM shall, upon application by Contractor and certification by the A/E, and without terminating Contractor’s Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under terms and conditions governing final payment. Unless otherwise stated by DFCM in writing, the making of final payment shall constitute a waiver of claims by DFCM as provided in Section 8.8.3 for that portion of that Work fully completed and accepted by DFCM.

**8.8.5 WAIVER BY ACCEPTING FINAL PAYMENT.** Acceptance of final payment by Contractor or a Subcontractor shall constitute a waiver of Claims by that payee except those Claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 9. TESTS AND INSPECTIONS, SUBSTANTIAL AND FINAL COMPLETION, UNCOVERING, CORRECTION OF WORK AND GUARANTY PERIOD.**

**9.1 TESTS AND INSPECTIONS.**

**9.1.1 IN GENERAL.** Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise specifically set forth in the Contract Documents or agreed to by DFCM in writing, DFCM shall contract for such tests, inspections, and approvals with an independent entity, or with the appropriate public authority, and DFCM shall bear all related costs of tests, inspections, and approvals, except as provided below. If any of the Work is required to be inspected or approved by the terms of the Contract Documents or by any public authority, Contractor shall, at least two (2) working days prior to the time of the desired inspection, and following the procedures established by DFCM, request such inspection or approval to be performed. Contractor shall give the A/E timely notice of when and where tests and inspections are to be made so that the A/E may observe such procedures.

**9.1.2 FAILURE OF AN INSPECTOR TO APPEAR.** Work shall not proceed without any required inspection and the associated authorization by DFCM to proceed unless the following procedures and requirements have been met:

**9.1.2.1** The inspection or approval was requested in a timely manner as provided in Section 9.1.1;

**9.1.2.2** Contractor received written confirmation from the inspection entity that the inspection was scheduled;

**9.1.2.3** Contractor has contacted or attempted to contact the inspector to confirm whether the inspector is able to perform the inspection as scheduled;

**9.1.2.4** If the inspector informs Contractor that the inspector is unable to perform the inspection as scheduled or if Contractor is unable to contact the inspector, Contractor shall attempt to contact the A/E or DFCM for instruction; and

**9.1.2.5** Contractor has documented the condition of the Work prior to being covered through photos or other means.

**9.1.3 NONCONFORMING WORK.** If procedures for testing, inspection, or approval under Section 9.1.1 reveal failure of portions of the Work to comply with the requirements established by the Contract

Documents, Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for DFCM's expenses, including the cost of retesting for verification of compliance if necessary, until DFCM accepts the Work in question as complying with the requirements of the Contract Documents.

**9.1.4 CERTIFICATES.** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by Contractor and promptly delivered to the A/E.

**9.1.5 A/E OBSERVING.** If the A/E is to observe tests, inspections, or approvals required by the Contract Documents, the A/E shall do so with reasonable promptness and, where practicable, at the normal place of testing.

**9.1.6 PROMPTNESS.** Tests, inspections, and arrangements for approvals conducted pursuant to the Contract Documents shall be made promptly to avoid delay in the Work.

## **9.2 UNCOVERING OF WORK.**

**9.2.1 UNCOVER UNINSPECTED WORK.** Except as provided in Section 9.2.3, if a portion of the Work is covered prior to an inspector's approval to proceed, it must be uncovered for the inspector's inspection and be replaced at Contractor's expense without change in the Contract Price and/or Contract Time.

**9.2.2 OBSERVATION PRIOR TO COVERING.** Except as provided in Section 9.2.3, if DFCM or the A/E has requested in writing to observe conditions prior to any Work being covered or if such observation is required by the Contract Documents, and the Work is covered without such observation, Contractor shall be required to uncover and appropriately replace the Work at Contractor's expense without change in the Contract Price and/or Contract Time. If Contractor requests an inspection and DFCM or the A/E, including any inspector of each, does not appear, Contractor shall immediately notify DFCM of such failure to appear, but shall not cover the Work without such inspection.

**9.2.3 WHEN AN INSPECTOR FAILS TO APPEAR OR A/E OR DFCM DID NOT MAKE PRIOR REQUEST.** If Work is performed by Contractor without an inspection as provided in Section 9.1.2 or if a portion of the Work has been covered which the A/E or DFCM has not specifically requested to observe prior to its being covered or such observation is not required by the Contract Documents, the A/E or DFCM may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement, shall, by appropriate Change Order, be charged to DFCM. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs unless the condition was caused by DFCM or a separate contractor in which event DFCM shall be responsible for payment of such costs.

### **9.3 INSPECTIONS: SUBSTANTIAL AND FINAL.**

**9.3.1 SUBSTANTIAL COMPLETION INSPECTION.** Prior to requesting a Substantial Completion inspection, Contractor shall prepare a comprehensive initial punchlist, including unresolved items from prior inspections, for review by DFCM and the A/E to determine if the Work is ready for a Substantial Completion inspection. If DFCM and A/E determine that the initial punchlist indicates that the Work is not Substantially Complete, the initial punchlist shall be returned to Contractor with written comments. If DFCM and A/E determines that the initial punchlist indicates that the Work may be Substantially Complete, the A/E shall promptly organize and perform a Substantial Completion inspection in the presence of DFCM and all appropriate authorities.

**9.3.1.1** If the A/E reasonably determines that the initial punchlist prepared by Contractor substantially understates the amount of the Work remaining to be completed and the Work is not Substantially Complete, the A/E shall report this promptly to DFCM, and upon concurrence of DFCM, Contractor shall be assessed the costs of the inspection and punchlist review incurred by the A/E and DFCM.

**9.3.1.2** When the Work or designated portion thereof is Substantially Complete, the A/E shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion; shall establish responsibilities of DFCM and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall fix the time within which Contractor shall finish all items on the punchlist accompanying the Certificate (“Punchlist Completion Date”). The Certificate of Substantial Completion shall require approval by DFCM. If there is a punchlist, Contractor shall proceed promptly to complete and correct items on the punchlist. Failure to include an item on the punchlist does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.

**9.3.1.3** Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof except to the extent as provided otherwise in the Contract Documents or if such warranty is related to an item where the Work is not complete. Written warranties shall state the length of the warranty, which must comply with the Contract Documents.

**9.3.1.4** The Certificate of Substantial Completion shall be submitted by the A/E to DFCM and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**9.3.1.5** Except to the extent DFCM otherwise approves in advance and in writing, Contractor shall submit the following documents in order to achieve Substantial Completion: written warranties, guarantees, operation and maintenance manuals, and all complete as-built drawings. Contractor shall also provide or obtain any required approvals for occupancy. Contractor shall be responsible for the guaranty of all Work, whether performed by it or by its Subcontractors and Sub-subcontractors at any tier.

**9.3.2 FINAL COMPLETION INSPECTION.** Prior to requesting a final inspection, Contractor shall verify all punchlist items are corrected and completed. Once all punchlist items are corrected and completed, Contractor shall notify DFCM and request a final inspection. DFCM shall notify the A/E and perform a final inspection. When all punchlist items are completed, a final Application for Payment shall be provided by Contractor, certified by the A/E, and processed by DFCM.

**9.3.3 PUNCHLIST COMPLETION.** As compensation to DFCM for administrative costs incurred by DFCM as a result of delay in final project close-out, for each day subsequent to the Punchlist Completion Date that Contractor fails to complete the punchlist and subject to Section 8.8.4, Contractor shall pay to DFCM five percent (5%) of the liquidated damages amount stated in the Contractor’s Agreement.

## **9.4 CORRECTION OF WORK AND GUARANTY PERIOD.**

**9.4.1 CONTRACTOR CORRECT THE WORK.** Contractor shall correct Work rejected by the A/E, an inspector or DFCM, or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. Contractor shall bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for the A/E's and inspector's services and expenses made necessary thereby.

**9.4.2 GUARANTY AND CORRECTION AFTER SUBSTANTIAL COMPLETION.** If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.2.1 or by terms of an applicable special warranty or guaranty required by the Contract Documents, any of the Work is found not to be in accordance with the requirements of the Contract Documents, including failure to perform for its intended purpose, Contractor shall correct it promptly after receipt of written notice from DFCM to do so, unless DFCM has previously given Contractor a written acceptance of such condition. The period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation of Contractor under this Section 9.4.2 shall be operative notwithstanding the acceptance of the Work under the Contract Documents, the issuance of a final certificate of payment, partial or total occupancy and/or termination of Contractor's Agreement. DFCM shall give notice of observed defects with reasonable promptness; however, failure to give such notice shall not relieve Contractor of its obligation to correct the Work. All corrected Work shall be subject to a one-year guaranty period the same in all respects as the original Work, except that such guaranty period shall commence from the time of Substantial Completion of the corrected Work. This guaranty period does not affect DFCM's right to pursue any available remedies against Contractor, including, but not limited to, DFCM's right to pursue a cause of action for defective construction against Contractor within the time period established by Utah Code § 78B-2-225.

### **9.4.3 REMOVAL OF WORK.**

**9.4.3.1** Contractor shall promptly remove from the Work site all Work that DFCM and/or the A/E determines as being in nonconformance with the Contract Documents, whether incorporated or not.

**9.4.3.2** Contractor shall promptly replace and re-execute any Work not in accordance with the Contract Documents without change in the Contract Price and/or Contract Time.

**9.4.3.3** Contractor shall bear the expense of correcting destroyed or damaged construction, whether completed or partially completed, by DFCM or separate contractors destroyed or damaged by such removal or replacement.

**9.4.3.4** If Contractor does not remove such rejected Work within a reasonable time, fixed by written notice, DFCM may have the Work removed and stored at the expense of Contractor.

**9.4.3.5** If Contractor does not correct the nonconforming Work within a reasonable time, fixed by written notice, DFCM may correct it in accordance with Section 2.2.2 of these General Conditions.

**9.4.4 NOT LIMIT OTHER OBLIGATIONS.** Nothing contained in this Section 9.4 shall be construed to establish a period of limitation with respect to other obligations that Contractor may have under the Contract Documents. Establishment of the time period of one year as described in Section 9.4.2 relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

**9.5 ADDITIONAL WARRANTIES.**

**9.5.1 IN GENERAL.** In addition to any other provisions of this Article 9, the following warranties shall apply:

**9.5.1.1** Contractor warrants to DFCM that materials and equipment furnished under the Contract Documents shall be of good quality and new, except to the extent otherwise required or expressly permitted by the Contract Documents.

**9.5.1.2** Contractor also warrants to DFCM that the Work shall be free from defects not inherent in the quality required or expressly permitted and that the Work shall conform with the requirements of the Contract Documents. Work not conforming to said requirements, including substitutions not implemented by Change Order, Construction Change Directive, or ASI as provided in Article 7, may be considered defective at DFCM's option.

**9.5.2 EXCLUSION.** Unless due to the negligent or intentional act or omission of Contractor or those under the Contractor's control, or as otherwise stated in the Contract Documents, Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

**9.5.3 FURNISH EVIDENCE ON REQUEST.** If requested by the A/E or DFCM, Contractor shall furnish satisfactory evidence as to the type and quality of materials and equipment.

**9.6 ACCEPTANCE OF NONCONFORMING WORK.** If DFCM prefers to accept Work that is not in accordance with the requirements of the Contract Documents, DFCM may do so in writing instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate. Such adjustment shall be effectuated whether or not final payment has been made.

**ARTICLE 10. INSURANCE AND BONDS.**

**10.1 CONTRACTOR'S LIABILITY INSURANCE.**

**10.1.1 IN GENERAL.** The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the State of Utah such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by a Sub-subcontractor or anyone directly employed by them, or by anyone for whose acts they may be liable:

**10.1.1.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

**10.1.1.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

**10.1.1.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

**10.1.1.4** Claims for damages insured by usual personal injury liability coverage;

**10.1.1.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

**10.1.1.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

**10.1.1.7** Claims for bodily injury or property damage arising out of completed operations;

**10.1.1.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 4.12; and

**10.1.1.9** If the Contract Documents require the Contractor to provide and/or the Contractor provides professional services, claims for damages because of negligent errors or omissions in the performance of professional services.

**10.1.2 COVERAGE.** Without limiting Contractor's obligations or liabilities hereunder, the Contractor shall, at its sole expense, purchase and maintain the following insurance coverages required by Section 10.1.1 of these General Conditions from insurers authorized to do business in the state of Utah and rated "A-" or better with a financial size category of class VII or larger by the A.M. Best Company. The following insurance coverages required by Section 10.1.1 of these General Conditions shall be procured with the following terms and insurance limits unless otherwise agreed in writing by DFCM and the Contractor:

**10.1.2.1** Commercial General Liability Insurance covering all liabilities for personal injury and property damage arising in connection with the Work, with limits of liability of Five Million Dollars (\$5,000,000.00) per each occurrence and in the aggregate.

**10.1.2.2** Workers Compensation Insurance in compliance with all applicable laws of each jurisdiction in which the Work will be performed.

**10.1.2.3** Employers Liability Insurance covering all liabilities for personal injuries of the Contractor's employees, with limits of liability of Five Million Dollars (\$5,000,000.00) for each occurrence and in the aggregate.

**10.1.2.4** If the Contract Documents require the Contractor to provide and/or the Contractor provides professional services, Professional Liability Insurance with limits of liability of Two Million Dollars (\$2,000,000.00) for each claim and in the aggregate with a retroactive or effective date not later than the effective date of the Contractor's Agreement and with a deductible or self-insured retention of not greater than One Hundred Thousand Dollars (\$100,000.00) per claim.

**10.1.2.5** Automobile Liability Insurance, including coverages of owned, non-owned and hired vehicles covering all liabilities for personal injury and property damage arising from the use of motor vehicles, with combined single limits of liability of Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate.

**10.1.2.6** If the Contractor is unable to obtain the insurance required by this Section 10.1, Contractor may carry excess liability insurance and/or umbrella insurance that, when combined with Contractor's primary coverage in a given category of insurance, brings the total coverage in such category to be not less than the amount required by this Section 10.1 for that category of insurance.

**10.1.3 ENDORSEMENTS.** The Contractor shall provide the following coverage endorsements for each category of insurance required by this Section 10.1, except in the case of Workers' Compensation Insurance, Employers' Liability Insurance and Professional Liability Insurance:

**10.1.3.1** An endorsement including DFCM as an additional insured;

**10.1.3.2** An endorsement including a cross liability clause, noting that each of the parties comprising the insured shall be considered as a separate entity, the insurance applies as if a separate policy has been issued to each party, and no “insured-versus-insured” exclusion exists in the policy.

**10.1.3.3** An endorsement waiving all expressed or implied rights of subrogation against DFCM and the State of Utah.

**10.1.4 TERMS.** Except as otherwise expressly provided in Section 10.1.2, the insurance of the Contractor required to be maintained pursuant to this Section 10.1 shall be on the following terms:

**10.1.4.1** All insurance shall begin no later than the effective date of the Contractor’s Agreement and shall continue until the final completion of the Work and for a period of two (2) years following the final completion of the Work, provided, however, if the Contractor’s Agreement is terminated prior to the final completion of the Work, such insurance shall continue for a period of two (2) years following the termination of the Contractor’s Agreement.

**10.1.4.2** Before performing any of the Work and after each time the policies are renewed or varied, the Contractor shall provide to DFCM certificates of insurance and endorsements consistent with this Section 10.1.4 and Sections 10.1.1, 10.1.2 and 10.1.3 of these General Conditions. If required by DFCM the Contractor shall deliver copies of the insurance policies providing the insurance coverages required by this Section 10.1, and all endorsements thereto.

**10.1.4.3** All insurance shall not be varied to the detriment of DFCM, cancelled or allowed to lapse until thirty (30) days’ prior written notice has been given to DFCM.

**10.1.5 FAILURE TO PROVIDE.** Should the Contractor at any time neglect or refuse to provide the insurance required by this Section 10.1, or should such insurance be canceled, DFCM shall have the right, but not the obligation, to procure the same at the cost and expense of the Contractor, and the cost thereof may be deducted by DFCM from any monies then due or thereafter to become due to the Contractor. If DFCM or the other Indemnified Parties are damaged by the failure of the Contractor to purchase or maintain insurance as required by this Section 10.1, the Contractor shall bear all reasonable costs, expenses and damages incurred by DFCM and/or the other Indemnified Parties arising from such failure to purchase or maintain the insurance required by this Section 10.1.

**10.1.6 CERTIFICATES.** The acceptance of delivery of any Certificates of Insurance or copies of insurance policies required to be purchased and maintained pursuant to the Contract Documents does not constitute approval or agreement by the recipient that the insurance requirements have been met or that those Certificates of Insurance or insurance policies comply with the Contract Documents.

**10.1.7 NO LIMITATION.** The Contractor shall procure such insurance coverages and such insurance limits for its insurance coverages that the Contractor, in its sole discretion, after consultation with its insurance and risk advisors, determines to be sufficient for Contractor’s purposes given the risks of the project. This Section 10.1 sets forth DFCM’s minimum insurance requirements; the Contractor may procure additional or broader insurance coverages or greater insurance limits than required by Section 10.1 at Contractor’s expense. Nothing in Section 10.1 or elsewhere in the Contract Documents is intended to limit the Contractor’s liability to DFCM or the Indemnified Parties to liabilities covered by the insurance coverages required by Section 10.1 or to the minimum insurance limits required of such insurance coverages by Section 10.1.



## **10.2 “BUILDER’S RISK” INSURANCE.**

**10.2.1 IN GENERAL.** Provided that the Contractor’s Agreement is for new buildings, structures, or construction projects, or for the alteration or repair of, or addition to existing buildings, structures, or improvements (an “Eligible Project”), DFCM shall maintain insurance to protect the interest of the Contractor, Subcontractors, or Sub-subcontractors subject to all of the terms, conditions, limitations, exclusions, waivers and/or endorsements stated in the Commercial Property Policy Declarations and Scheduled Forms available on DFCM’s website, [dfcm.utah.gov](http://dfcm.utah.gov) (“Builder’s Risk Insurance”).

**10.2.2 DEDUCTIBLE.** To the extent that the Builder’s Risk Insurance provides for a deductible (including, without limitation, a specific loss deductible, cumulative loss deductible and/or sub-deductible), with respect to any damages or losses to property covered by the Builder’s Risk Insurance caused in whole or in part by the negligence, breach of contractual duty or other fault of DFCM (or those for whom DFCM is responsible, including the A/E and the A/E’s consultants) or the Contractor (or those for whom the Contractor is responsible, including the Contractor’s Subcontractors and Sub-subcontractors of any tier), any deductible applicable to such covered damages or losses to property shall be paid by the party, whether DFCM or the Contractor, legally responsible for the negligence, breach of contractual duty or other fault that caused the losses or damages. If both DFCM and the Contractor are legally responsible in part for the negligence, breach of contractual duty or other fault that caused such losses or damages to property, DFCM and the Contractor shall pay any deductible applicable to such covered damages or losses to property in proportion to their comparative fault. With respect to any damages or losses to property covered by the Builder’s Risk Insurance caused by an act of nature, such as the weather or other natural disasters, and not caused in whole or in part by the negligence, breach of contractual duty or other fault of DFCM (or those for whom DFCM is responsible, including the A/E and the A/E’s consultants) or the Contractor (or those for whom the Contractor is responsible, including the Contractor’s Subcontractors and Sub-subcontractors of any tier), DFCM and Contractor shall each pay half of the amount of any deductible to such covered damages or losses to property.

**10.2.3 WAIVER OF SUBROGATION.** DFCM and Contractor waive all rights against: (1) each other and the other Indemnified Parties and any of their subcontractors, sub-subcontractors, agents and employees, each of the other; and (2) the A/E, A/E’s consultants, separate contractors described in Section 2.2, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder’s Risk Insurance obtained pursuant to Section 10.2.1 and maintained during the course of construction, but only to the extent of the actual recovery of insurance proceeds by the injured party, except such rights as they have to proceeds of such insurance held by DFCM as fiduciary. DFCM or Contractor, as appropriate, shall require of the A/E, A/E’s consultants, separate contractors described in Section 2.2, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waiver of rights under this Section 10.2.3 shall not include: (1) subject to Section 10.2.2, the right to recover amounts deducted or excluded from the insurance proceeds in the form of deductibles paid by the injured party; and (2) claims arising out of design errors or omissions.

**10.2.4 SPECIAL HAZARDS.** If the Contractor’s Agreement is for an Eligible Project, but Contractor desires insurance coverage for risks other than those covered by the Builder’s Risk Insurance, the Contractor may obtain such insurance, however, the cost thereof shall be borne by the Contractor and shall not be included in the Contract Price.

**10.2.5 NON-ELIGIBLE PROJECTS.** If the Contractor’s Agreement is not for an Eligible Project, Contractor shall bear the risk of damage and/or loss to Contractor’s materials, equipment and other property,

until acceptance of the Work by DFCM in writing, and no protection from damage and/or loss of the Work (including, without limitation, so called “builders risk”, “course of construction”, “inland marine” and/or similar property insurance) will be provided by DFCM for the protection of Contractor. Contractor may obtain insurance to cover such risks, however, the cost thereof shall be borne by the Contractor and shall not be included in the Contract Price. Section 10.2.3 shall not apply to Non-Eligible Projects.

**10.3 PERFORMANCE BOND AND PAYMENT BOND.** The Contractor shall furnish a Performance and Payment Bond naming the Contractor as Principal and DFCM and DFCM’s designees as Obligees written on AIA Document A312 (2010) Performance Bond and Labor and Material Payment Bond forms in a penal sum of not less than the Contract Price for the Work as the Contract Price may be modified by Change Order (the “Bonds”). The cost of the Bonds, without mark-up, may be included in the Contract Price. The Contractor shall deliver the Bonds to DFCM at least three (3) days before the commencement of any Work at the Work site. Delivery of the Bonds may be accomplished *via* email. The Bonds shall be procured from a surety authorized to do business in the State of Utah and rated A- or better by the A.M. Best Company at the time of issuance of the Bonds and holding Certificates of Authority as an acceptable surety on federal bonds as listed by the United States Department of Treasury (Circular 570, as amended) in its most recent list at the time of issuance of the Bonds. The penal sum of the Bonds shall be within the maximum specified for such surety in Circular 570, as amended. The attorney-in-fact who executes the Bonds on behalf of the surety shall affix to the Bonds a certified and current copy of his or her power of attorney. If the surety on any of the Bonds furnished by the Contractor is declared a bankrupt or becomes insolvent or its rights to do business are terminated in the State of Utah or it ceases to meet the requirements of this Section 10.3, the Contractor shall within ten (10) calendar days thereafter substitute another bond and surety, both of which must be acceptable to DFCM. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## **ARTICLE 11. MISCELLANEOUS PROVISIONS.**

**11.1 A/E’S RESPONSIBILITIES.** These General Conditions are not intended to provide an exhaustive or complete list of the A/E’s responsibilities. A separate agreement between DFCM and the A/E incorporates these General Conditions by reference and includes additional design and contract administration responsibilities.

**11.2 SUCCESSORS AND ASSIGNS.** DFCM and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Contractor shall not assign Contractor’s Agreement without the prior written consent of DFCM, nor shall Contractor assign any amount due or to become due or any of Contractor’s rights under the Contract Documents, without prior written consent of DFCM.

### **11.3 WRITTEN NOTICE.**

**11.3.1 PERSONAL DELIVERY AND REGISTERED OR CERTIFIED MAIL.** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail, return receipt requested, to the last business address known to the party giving notice.

**11.3.2 E-MAIL.** Notwithstanding any other provision of these General Conditions, written notice shall also be deemed to have been duly served by verified use of an e-mail system by using the known and operative e-mail address of the intended recipient. Service by use of the e-mail system is encouraged when timely notice shall benefit DFCM, the A/E, or Contractor. Notice shall be considered complete and verified upon the sending and confirmation of delivery using the e-mail system, if on the same day notice is also sent by registered or

certified mail, return receipt requested, to the last business address known to the party giving notice, confirming the e-mail delivery.

#### **11.4 RIGHTS AND REMEDIES.**

**11.4.1 NOT LIMIT.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**11.4.2 NO WAIVER.** Except as expressly provided elsewhere in the Contract Documents, no action or failure to act by DFCM, the A/E, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as any of the above may be specifically agreed to in writing. In no case shall Contractor or any Subcontractors be entitled to rely upon any waiver of any of these General Conditions, unless agreed to in writing by DFCM.

**11.5 NO DISCRIMINATION, NO SEXUAL HARASSMENT.** Pursuant to the laws of the United States and the State of Utah, Contractor, Subcontractors, or anyone for whose act any of them may be liable, shall take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry or national origin. To the extent applicable, said persons shall comply with all provisions of Executive Order No. 11246 dated September 24, 1965 and rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto. Contractor, Subcontractors, or anyone for whose act any of them may be liable, shall not act in any manner as would violate the laws, regulations, and policies of the United States or the State of Utah prohibiting sexual harassment.

**11.6 APPLICABLE LAWS AND ENFORCEMENT.** The Contract Documents shall be governed by and construed in accordance with the laws of the State of Utah, excluding any choice of law provisions that would otherwise require application of laws of any other jurisdiction.

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

**11.8 VENUE.** In case of any dispute that may arise under the Contract Documents, the place of venue shall be in the County of Salt Lake, State of Utah, unless otherwise agreed to by all of the parties in writing.

**11.9 SEVERABILITY.** The invalidity of any provision or part of a provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of the Contract Documents.

**11.10 CONSTRUCTION OF WORDS.** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings shall be construed as having such recognized meanings. Unless the context requires otherwise, all other technical words shall be construed in accordance with the meaning normally established by the particular, applicable profession or industry. All other words, unless the context requires otherwise, shall be construed with an ordinary, plain meaning.

**11.11 NO THIRD-PARTY RIGHTS.** These General Conditions create rights and duties only as between DFCM and Contractor, and DFCM and A/E. Nothing contained herein shall be deemed as creating third party beneficiary contract rights or other actionable rights or duties as between Contractor and A/E, or as between DFCM, Contractor, or A/E on the one hand, and any other person or entity.

## **ARTICLE 12. TERMINATION OR SUSPENSION OF THE CONTRACT.**

### **12.1 TERMINATION BY CONTRACTOR FOR CAUSE.**

**12.1.1 IN GENERAL.** If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons performing portions of the Work under contract with any of the above, the Contractor may terminate the Contractor's Agreement in accordance with Section 12.1.2 for any of the following reasons:

**12.1.1.1** Because DFCM has persistently failed to fulfill material obligations of DFCM under the Contract Documents with respect to matters important to the progress of the Work;

**12.1.1.2** Issuance of an order of a court or other public authority having jurisdiction which necessitates such termination, except that where the Contractor has standing, the Contractor must cooperate in efforts to stay and/or appeal such order;

**12.1.1.3** An act of government, such as a declaration of national emergency, making material unavailable; or

**12.1.1.4** Unavoidable casualties or other similar causes.

**12.1.2 NOTICE.** If one of the reasons for termination in Section 12.1.1 exists, the Contractor may, upon fourteen (14) additional days' written notice to DFCM and A/E, and such condition giving cause for termination still not cured, terminate Contractor's Agreement and recover from DFCM payment for Work properly executed as of the date of termination, including profit and overhead on Work properly completed as of the date of termination, on a percentage completion basis, along with Contractor's reasonable demobilization expenses incurred within seven (7) days of termination, but Contractor shall in no event be entitled to recover consequential damages as a result of such termination or profit and/or overhead on the Work not executed.

### **12.2 TERMINATION BY DFCM FOR CAUSE.**

**12.2.1 IN GENERAL.** DFCM may terminate the Contractor's Agreement if Contractor fails to cure any of the following within a period of seven (7) days (or longer if DFCM so approves in writing) after receipt of notice from DFCM specifying the breach or failure:

**12.2.1.1** Contractor refuses or fails to supply enough properly skilled workers or proper materials;

**12.2.1.2** Contractor fails to make payment to Subcontractors for materials, equipment, or labor;

**12.2.1.3** Contractor disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

**12.2.1.4** Contractor fails to perform the Work such that the Work will be Substantially Completed within the Contract Time or Contractor fails to make progress with the Work as required by the Contract Documents;

**12.2.1.5** Contractor fails to perform the Work in accordance with the Contract Documents or is otherwise in breach of a material provision of the Contract Documents;

**12.2.1.6** As permissible by law for a reason to terminate, Contractor is adjudged bankrupt;

**12.2.1.7** As permissible by law for a reason to terminate, Contractor should make a general assignment for the benefit of creditors;

**12.2.1.8** As permissible by law for a reason to terminate, Contractor should have a receiver appointed on account of Contractor's insolvency; or

**12.2.1.9** Contractor fails to follow safety requirements and precautions either as expressly provided in the Contract Documents or as consistent with the customary practices in the industry.

**12.2.2 DFCM'S RIGHT TO CARRY OUT THE WORK UPON TERMINATION FOR CAUSE.** If Contractor fails to remedy the breach or failure within seven (7) days or other mutually agreed period after notice from DFCM, DFCM may, without prejudice to other remedies available to DFCM and in addition to enforcement of any other of DFCM's rights, terminate the Contractor's Agreement, take possession of the Work site and all materials, finish the Work by whatever reasonable method DFCM may deem expedient, and charge Contractor, or file a claim against Contractor's bankruptcy estate, for any additional costs incurred by DFCM to complete the Work. Contractor shall not be entitled to receive any further payment until the Work is completed, nor shall Contractor be relieved from its obligations and liabilities assumed under the Contractor's Agreement. If DFCM's costs exceed the amount of any payment(s) owed by DFCM to Contractor subject to offset by DFCM, DFCM may bill Contractor for the difference, which Contractor shall pay within twenty-eight (28) days of receipt of DFCM's invoice.

**12.2.3 ITEMS REQUIRED TO BE TRANSFERRED OR DELIVERED.** DFCM may require Contractor to transfer title and deliver to DFCM, in the manner and to the extent directed by DFCM:

**12.2.3.1** Any completed portion of the Work; and

**12.2.3.2** Any partially completed portion of the Work and any parts, tools, dies, jigs, fixtures, drawings, information, and contract rights as Contractor has specifically produced or specifically acquired for the performance of such part of the Work as has been terminated; and Contractor shall, upon direction of DFCM, protect and preserve property in the possession of Contractor in which DFCM has an interest.

**12.2.4 PAYMENT.** When DFCM terminates Contractor's Agreement for one or more of the reasons stated in Section 12.2.1, DFCM may withhold payment and/or pursue all available remedies.

**12.2.5 DFCM PROTECTION IF LIENABLE.** When the Work is lienable, DFCM may withhold from amounts otherwise due Contractor for such Work such amount as DFCM determines to be necessary to protect the State against loss because of liens.

**12.2.6 CREDITS AND DEFICITS.** If the unpaid balance of the Contract Price exceeds the full cost of finishing the Work, including compensation for the A/E's services and expenses made necessary thereby, such excess shall be paid to Contractor. If such cost exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to DFCM and this obligation for payment shall survive the termination of Contractor's Agreement.

**12.2.7 IF CONTRACTOR FOUND NOT IN DEFAULT OR EXCUSABLE.** If, after notice of termination of Contractor's Agreement under the provisions of Section 12.2, it is determined for any reason that Contractor was not in default under the provisions of Section 12.2, or that the default was excusable under the provisions of Section 12.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience provisions of Section 12.3.

**12.2.8 RIGHTS AND REMEDIES NOT EXCLUSIVE.** The rights and remedies of DFCM provided in this Section 12.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract Documents.

**12.2.9 TIME PERIOD FOR CLAIMS.** Any PRE by Contractor for adjustment under this Section 12.2 must be asserted by Contractor, in writing, within twenty-one (21) days from the date of termination; provided that DFCM may, in its sole discretion, receive and act upon any such PRE asserted at any time prior to final payment under Contractor's Agreement.

**12.3 TERMINATION FOR CONVENIENCE OF DFCM.**

**12.3.1 IN GENERAL.** The performance of Work under Contractor's Agreement may be terminated by DFCM in accordance with this Section 12.3 in whole or in part, or from time to time, whenever DFCM shall determine that such termination is in the best interest of DFCM or any person or entity for whom DFCM is acting under Contractor's Agreement. Any such termination shall be effectuated by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective.

**12.3.2 CONTRACTOR OBLIGATIONS.** After receipt of a notice of termination, and except as otherwise directed by DFCM in writing, the Contractor shall:

**12.3.2.1** Stop Work under Contractor's Agreement on the date and to the extent specified in the notice of termination;

**12.3.2.2** Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work that is not terminated;

**12.3.2.3** Terminate all orders and subcontracts to the extent that they relate to performance of Work terminated by the notice of termination;

**12.3.2.4** Assign to DFCM in the manner, at the times, and to the extent directed by DFCM, all of the right, title, and interest of Contractor under the orders and subcontracts so terminated, in which case DFCM shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

**12.3.2.5** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DFCM, which approval or ratification shall be final for all the purposes of this Section 12.3;

**12.3.2.6** Transfer title and deliver to DFCM in the manner, at the times, and to the extent, if any, directed by DFCM:

**12.3.2.6.1** 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

**12.3.2.6.2** The completed or partially completed drawings, information, and other property which, if Contractor's Agreement had been completed, would have been required to be furnished to DFCM;

**12.3.2.7** Use best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by DFCM, any property of the types referred to in Section 12.3.2.6; provided, however, that Contractor:

**12.3.2.7.1** Shall not be required to extend credit to any purchaser; and

**12.3.2.7.2** Shall dispose of any such property under the conditions prescribed by and at a price or prices approved by DFCM; and provided further that the proceeds of any such transfer of or disposition shall be applied in reduction of any payments to be made by DFCM to Contractor under Contractor's Agreement or shall otherwise be credited against the Contract Price or paid in such other manner as DFCM may direct;

**12.3.2.8** Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

**12.3.2.9** Take such action as may be necessary, or as DFCM may direct, for the protection and preservation of the property related to Contractor's Agreement which is in the possession of Contractor in which the State of Utah has or may acquire an interest.

**12.3.3 TERMINATION CLAIM.** After receipt of a notice of termination, Contractor may submit to DFCM a PRE, in the form and with certification prescribed by DFCM. Such PRE shall be submitted promptly but in no event not later than twenty-one (21) days from the effective date of termination.

**12.3.4 AGREED UPON PAYMENT.** Subject to the provisions of Section 12.3.3 above, Contractor and DFCM may agree upon the amount to be paid to Contractor by reason of the total or partial termination of Work pursuant to this Section 12.3.

**12.3.5 PAYMENT NOT AGREED UPON.** In the event Contractor and DFCM fail to agree as provided in Section 12.3.4 upon the whole amount to be paid to Contractor by reason of the termination of Work pursuant to this Section 12.3, DFCM shall pay to the Contractor the amounts determined by DFCM as follows, but without duplication of any amounts agreed upon in accordance with Section 12.3.4:

**12.3.5.1** With respect to all Work performed prior to effective date of termination, the total (without duplication of any items) of:

**12.3.5.1.1** The cost of such Work including undisputed Claim amounts;

**12.3.5.1.2** The cost of terminating, settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Section 12.3.2.5, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by Subcontractors prior to the effective date of termination under Contractor's Agreement, which amounts shall be included in the cost on account of which payment is made under Section 12.3.5.1.1;

**12.3.5.1.3** An amount, as overhead and profit on Section 12.3.5.1.1 above, determined by DFCM to be fair and reasonable;

**12.3.5.1.4** The reasonable cost of the preservation and protection of property incurred pursuant to Section 12.3.2.9; and any other reasonable cost incidental to termination of Work, including expenses incidental to the determination of the amount due to Contractor as the result of the termination of Work.

**12.3.5.1.5** The total amount to be paid to Contractor under Section 12.3.5.1 above shall not exceed the Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that DFCM shall have otherwise expressly assumed the risk of loss in writing, there shall be excluded from the amounts payable to Contractor under Section 12.3.5.1 above, the fair value of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to DFCM, or to a buyer pursuant to Section 12.3.2.7.

**12.3.6 DEDUCTIONS.** In arriving at the amount due Contractor under this Section 12.3, there shall be deducted:

**12.3.6.1** All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of Contractor's Agreement;

**12.3.6.2** Any Claim which DFCM and/or the State of Utah may have against Contractor in connection with Contractor's Agreement; and

**12.3.6.3** The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of this Section 12.3, and not otherwise recovered by or credited to DFCM.

**12.3.7 PARTIAL TERMINATION.** If the termination is partial, Contractor may file with DFCM a PRE for the amounts specified in Contractor's Agreement relating to the continued portion of Contractor's Agreement and such equitable adjustment as may be agreed upon shall be made in such amounts. Any PRE under this Section 12.3.7 must be filed within twenty-one (21) days from the effective date of the partial termination.

**12.3.8 PARTIAL PAYMENTS.** DFCM may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by Contractor in connection with the terminated portion of Contractor's Agreement whenever, in the opinion of DFCM, the aggregate of such payments shall be within the amount to which Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Section 12.3, such excess shall be payable by Contractor to DFCM upon demand, together with interest at a rate stated in Utah Code § 15-1-1, for the period until the date such excess is repaid to DFCM; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in Contractor's claim by reason of retention or other disposition of termination inventory until fourteen (14) days after the date of such retention or disposition, or such later date as determined by DFCM by reason of the circumstances.

**12.3.9 PRESERVE AND MAKE AVAILABLE RECORDS.** Unless otherwise provided for in Contractor's Agreement, or by applicable law, Contractor shall, from the effective date of termination until the expiration of three years after final settlement under Contractor's Agreement, preserve and make available to DFCM at all reasonable times at the office of Contractor, but without charge to DFCM, all books, records, documents, and other evidence bearing on the costs and expenses of Contractor under Contractor's Agreement and relating to the Work terminated hereunder, or, to the extent approved by DFCM, photographs, or other authentic reproductions thereof.

**12.3.10 SUSPENSION, DELAY OR INTERRUPTION OF WORK BY DFCM FOR CONVENIENCE.** DFCM may in writing and without cause, order Contractor to suspend, delay, or interrupt the Work, in whole or in part, for such period of time as DFCM may determine to be appropriate for the convenience of DFCM.

**12.4 DFCM'S RIGHT TO STOP THE WORK.** If Contractor fails to correct Work or fails to carry out Work as required by the Contract Documents or fails to comply with all required and customary safety precautions; DFCM, in writing, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of DFCM to stop the Work shall not give rise to a duty on the part of DFCM to exercise this right for the benefit of Contractor or any other person or entity.





# **SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION AGREEMENTS**

July 15, 2008

**Article 1. Intent and Purpose: Senate Bill 220 – 2008.**

The 2008 Utah Legislature passed Senate Bill 220 entitled “Cause of Action for Defective Construction” which law became effective May 5, 2008 (hereinafter “SB220”). The intent purpose of Article 1 through 3 of these Supplement General Conditions is to provide the necessary provisions to the General Conditions as a result of such Bill.

**Article 2. “Entities under the Contractor”** shall mean any and all agents, independent contractors, subcontractors, suppliers, manufacturers and providers at every tier under the General Contractor.

**Article 3. General Provisions**

**3.1 Conditions.** The General Conditions impose duties and performance obligations on the parties. This includes, but is not limited to, the provisions of Article 5.2.1 (regarding subcontractor’s compliance with Contract Documents), Article 4.13 (indemnification which discusses acts, omissions, and negligence responsibility) and other provisions of the General Conditions which list many performance obligations of the General Contractor and those under the General Contractor.

**3.2 Third Party Beneficiary.** The State of Utah and DFCM shall be an intended third party beneficiary to all contracts entered into with Entities under the Contractor. Upon written request by DFCM, DFCM shall be entitled to obtain copies of all such contracts. The General Contractor shall be responsible for assuring that all such third party beneficiary agreements are in place and shall bear the responsibility for any lack of required language in any contracts with an Entity under the Contractor which does not contain this required provision.

**3.3 “Economic Loss Rule.”** The “Economic Loss Rule” as it has been referred to in Utah law shall be deemed to be interpreted in accordance with prevailing Utah law.

- 3.4 Toxic Torts.** “Defective Construction” for purposes of any limitation of any cause of action or right as contemplated by SB220 does not, under these Supplemental General Conditions and for purposes of any Entities under the Contractor, include the use or installing of a defective or inherently dangerous, hazardous or toxic product, substance, or material. The State has third party beneficiary rights and other rights allowed by law to pursue a direct cause of action against the manufacturer and/or distributor of such defective or inherently dangerous, hazardous or toxic product, substance or material, except that the General Contractor and other subcontractors, exclusive of manufacturers and distributors, under the General Contractor shall not be responsible to the State of Utah for said “product, substance or material” unless the General Contractor or such subcontractor knew or should reasonably have known that the product, substance or material was defective or inherently dangerous, hazardous or toxic at the time it was provided or installed on the Project.
- 3.5 Subsection 3 of SB 220.** For purposes of Subsection (3) of SB 220, the phrase “property damage” shall be deemed to refer to damage to “other property” meaning property that is other than the exact specific construction defect itself.
- 3.6 “Failure of the Construction to Function as Designed.”** The language “failure to function as designed” as used in SB 220 shall not be deemed to refer to the failure of the construction to be constructed in accordance with the Contract Documents.
- 3.7 Independent Duty.** The State of Utah and DFCM maintain the right to pursue a cause of action against the General Contractor and directly against any Entities under the Contractor, for violation of any independent duty owed to the State of Utah or DFCM.
- 3.8 Not create Contract Right by Entity under the Contractor with State of Utah or DFCM.** These Supplemental General Conditions shall not be construed in any manner which would create a contract between the State of Utah/DFCM and any Entity under the Contractor, except for the Third Party Beneficiary rights of the State of Utah/DFCM provided herein. Any pursuit of a claim by an Entity under the Contractor, including payment claims, shall be maintained either against the payment bond or the upper tier Contractor in accordance with Utah law.

#### **Article 4. Warranties and Obligations**

Every Entity under the Contractor has an obligation to comply with the requirements of this Contract, including the indemnification of the Owner for negligent or intentional construction defects and to provide materials and construction that meets all express or implied warranties under the Uniform Commercial Code, including fitness for a particular purpose, merchantability, workmanlike construction (work completed in a skillful manner and is non-defective) and habitability, and is performed with the reasonable care to protect persons and property. In regard to toxic, hazardous materials and other matters of construction where applicable statutory and case law allows, strict liability shall apply.



# **SUPPLEMENTAL GENERAL CONDITIONS FOR DESIGN AGREEMENTS**

July 15, 2008

**Article 1. Intent and Purpose: Senate Bill 220 – 2008.**

The 2008 Utah Legislature passed Senate Bill 220 entitled “Cause of Action for Defective Construction” which law became effective May 5, 2008 (hereinafter “SB220”). The intent purpose of these Supplement General Conditions is to provide the necessary provisions to the General Conditions as a result of such Bill.

**Article 2. “Entities under the Designer”** shall mean any and all agents, independent contractors, consultants, subconsultants, subcontractors, suppliers, manufacturers and providers at every tier under the Designer.

**Article 3. General Provisions**

- 3.1 Design Agreement.** The Design Agreement for the subject Project imposes duties and performance obligations on the parties. This includes, but is not limited to, the standard of care provisions provided in said Design Agreement.
- 3.2 Third Party Beneficiary.** The State of Utah and DFCM shall be a third party beneficiary to all contracts entered into with Entities under the Designer. Upon written request by DFCM, DFCM shall be entitled to obtain copies of all such contracts. The Designer shall be responsible for assuring that all such third party beneficiary agreements are in place and shall bear the responsibility for any lack of required language in any contracts with an Entity under the Designer which does not contain this required provision.
- 3.3. “Economic Loss Rule.”** The “Economic Loss Rule” as it has been referred to in Utah law shall be deemed to be interpreted in accordance with prevailing Utah law.
- 3.4 Toxic Torts.** “Defective Construction” for purposes of any limitation of any cause of action or right as contemplated by SB220 does not, under these Supplemental General Conditions and for purposes of any Entities under the Designer, include the use or installing of a defective or inherently dangerous,

hazardous or toxic product, substance, or material. The State has third party beneficiary rights and other rights allowed by law to pursue a direct cause of action against the manufacturer and/or distributor of such defective or inherently dangerous, hazardous or toxic product, substance or material, except that the Designer and other consultants/subconsultants under the Designer, exclusive of manufacturers and distributors, shall not be responsible to the State of Utah for said “product, substance or material” unless the Designer or such consultants/subconsultants knew or should reasonably have known that the product, substance or material was defective or inherently dangerous, hazardous or toxic at the time it was made a part of the Contract Documents by the Designer.

- 3.5 Subsection 3 of SB 220.** For purposes of Subsection (3) of SB 220, the phrase “property damage” shall be deemed to refer to damage to “other property” meaning property that is other than the exact specific construction defect itself.
- 3.6 “Failure of the Construction to Function as Designed.”** The language “failure to function as designed” as used in SB 220 shall not be deemed to refer to the failure of the construction to be constructed in accordance with the Contract Documents.
- 3.7 Independent Duty.** The State of Utah and DFCM maintain the right to pursue a cause of action against the Designer and directly against any Entities under the Designer, for violation of any independent duty owed to the State of Utah or DFCM.
- 3.8 Not create Contract Right by Entity under the Designer with State of Utah or DFCM.** These Supplemental General Conditions shall not be construed in any manner which would create a contract between the State of Utah/DFCM and any Entity under the Designer, except for the Third Party Beneficiary rights of the State of Utah/DFCM provided herein. Any pursuit of a claim by an Entity under the Designer, including payment claims, shall be maintained against the upper tier entity in accordance with Utah law



**SUPPLEMENTAL GENERAL CONDITIONS**  
**FOR DRUG AND ALCOHOL TESTING**  
**DESIGN AND/OR CONSTRUCTION CONTRACTS**

July 1, 2010

1. These Supplemental General Conditions shall only apply to design or construction contracts in compliance with UCA Section 63G-6-604 and Utah Administrative Code Rule R23-7. (Note: the Administrative Rule is anticipated to have an effective date in early July, 2010 and will upon its being effective apply to those design and construction contracts issued on or after July 1, 2010, and the Statute itself is effective on July 1, 2010.) All applicable provisions of UCA Section 63G-6-604 and Utah Administrative Code Rule R23-7 are incorporated herein by reference as if fully set forth herein. The provisions below provide some, but not all of the provisions of said statute and administrative rule. The absence of the recitation of a provision of UCA Section 63G-6-604 or Utah Administrative Code Rule R23-7 below, shall not lessen its importance. Contractors and Designers are encouraged to read the complete UCA Section 63G-6-604 and Utah Administrative Code Rule R23-7 in order to assure compliance with all the applicable provisions.

2. Definitions. For the purpose of these Supplemental General Conditions, the definitions in UCA Section 63G-6-604 and Utah Administrative Code Rule R23-7 shall apply. For convenience, the following definitions are provided below:

a. **“Contractor” for purposes of these Supplemental General Conditions includes the Prime Contractor, a Designer (Architect/Engineer), and any of their subcontractors, consultants or subconsultants at any tier involved in design and/or construction. “Contractor” for purposes of these Supplemental General Conditions does not include a supplier who provide only materials, equipment or supplies to a Contractor, Designer or any of their subcontractors, consultants or subconsultants at any tier.**

b. "Covered Individual" means an individual who: (i) on behalf of the Contractor provides services directly related to design or construction under the contract; and (ii) is in a safety sensitive position, including a design position that has responsibilities that directly affect the safety of an improvement to real property that is the subject of a state construction contract

3. Contractor shall have a drug and alcohol testing policy in accordance with UCA Section 63G-6-604 and Utah Administrative Code Rule R23-7 during the period of the contract that applies to the “Covered Individuals” hired by the Contractor. Contractor shall post in one or more conspicuous places notice

**SUPPLEMENTAL GENERAL CONDITIONS FOR DRUG AND ALCOHOL TESTING**  
**JULY 1, 2010**  
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to “Covered Individuals” hired by the Contractor that the Contractor has the drug and alcohol testing policy described in UCA Section 63G-6-604 and Utah Administrative Code Rule R23-7-4(1)(a)(i). Said “Covered Individuals” shall be subject to random drug and alcohol testing under said policy if at any time during the period of the contract there are ten (10) or more “Covered Individuals” hired by the Contractor.

4. Contractor hereby certifies the following:

a. By executing this Contract, that the Contractor, including all entities included in the definition of Contractor in paragraph 2.a. above, shall comply with all provisions of Utah Administrative Code Rule R23-7 as well as UCA 63G-6-604, including having and maintaining a drug and alcohol testing policy, the posting and random testing requirements during the period of the contract that applies to Covered Individuals hired by the Contractor, including all entities included in the definition of Contractor in paragraph 2.a. above;

b. That the Contractor, including all entities included in the definition of Contractor in paragraph 2.a. above, shall have these requirements placed in all subcontracts for design or construction at any tier, in order that all such subcontractors, consultants and subconsultants at any tier have notice of these requirements and understand the need for compliance with these requirements;

c. That the subcontractors, consultants and subconsultants at any tier referred to in paragraph 4.b. above shall comply with the same requirements as the Contractor for having and maintaining a drug and alcohol testing policy, the posting and random testing requirements during the period of their contract;

d. That the Contractor, or any entity included in the definition of Contractor in paragraph 2.a. above may be suspended or debarred in accordance with the Utah Procurement Code for failure to comply as provided in UCA Section 63G-6-604(3)(a) and Utah Administrative Code Rule R23-7-4(3)(b); and

e. That the prime contractor or prime designer shall on a semi-annual basis throughout the term of this Contract, report to the Division in writing, information that indicates compliance with the provisions of UCA Section 63G-6-604 and Utah Administrative Code Rule R23-7.

5. Reasonable notice and an opportunity to cure any violation of UCA 63G-6-604 shall be provided to the Contractor before any suspension or debarment may be undertaken by the Division against the Contractor in light of the circumstances of the Contract or the violation. The greater the risk to person(s) or property as a result of noncompliance, the shorter this notice and opportunity to cure shall be, including the possibility that the notice may provide for immediate compliance if necessary to protect person(s) or property.

6. If a Contractor meets the requirements of UCA Section 63G-6-604 and Utah Administrative Code Rule R23-7, said statute and rule may not be construed to restrict the Contractor’s ability to impose or implement an otherwise lawful provision as part of a drug and alcohol testing policy.

# **SUPPLEMENTAL GENERAL CONDITIONS FOR HEALTH INSURANCE**

**Effective March 17, 2016**

## **Article 1. Intent and Purpose.**

Current law: House Bill 282, 2016 Utah Legislative Session. Legislative History: The 2009 Utah Legislature passed House Bill 331 entitled "Health Reform – Health Insurance Coverage in State Contracts" which law became effective July 1, 2009. This bill has been amended by HB20 of the 2010 Utah Legislative Session, HB 128 of the 2011 Utah Legislative Session as well as HB 282 of the 2016 Utah.

These laws require certain state entities, including DFCM, to require a contractor who contracts with the state entity to offer the contractor's employees qualified health insurance coverage as defined in Utah Code Annotated (UCA) 26-40-115, and in accordance with the commercially equivalent benchmark provided by the Department of Health, the CHIP commercial benchmark for FY 2016 and posted on the following URL: <http://www.health.utah.gov/chip/PDF/2016Benchmark.pdf>, in accordance with UCA 26-40-115(2), during the duration of the contract if the contract is over a certain amount, and if the contract is a construction and/or or design contract. The intent of the Articles of these Supplemental General Conditions is to provide the necessary provisions to the General Conditions as a result of such Bills. The purpose of this Supplemental General Conditions for Health Insurance is to comply with UCA 63A-5-205 as well as Utah Code Administrative Rule R23-23 which are both hereby incorporated by reference herein. In case of conflict between UCA 63A-5-205 and Rule R23-23, UCA 63A-5-205 shall control.

## **Article 2. Applicability of these Supplemental General Conditions.**

This Supplemental General Conditions for Health Insurance only applies to those contracts as required by UCA 63A-5-205.

As stated in UCA 63A- 5-205:

- (1) Except as provided in UCA 63A-5-205(4) below, UCA 63A-5- 205(3) applies to all design or construction contracts entered into by the Division or the Board on or after July 1, 2009, and
  - (a) applies to a prime contractor if the prime contract is in the amount of 2,000,000 or greater at the original execution of the contract; and
  - (b) applies to a subcontractor if the subcontract is in the amount of \$1,000,000 or greater at the original execution of the contract.
- (2) UCA 63A-5-205(3) does not apply if:
  - (a) the application of UCA 63A-5-205(3) jeopardizes the receipt of federal funds;
  - (b) the contract is a sole source contract;
  - (c) the contract is an emergency procurement;
  - (d) to a change order as defined in Section 63G-6a-103, or a modification to a contract, when the contract does not meet the threshold required by UCA 63A-5-205(3).

(3) A person who intentionally uses change order or contract modifications to circumvent the requirements of UCA 63A-5-205(3) is guilty of an infraction.

### **Article 3. Definitions.**

The following definitions apply to this Supplemental General Conditions for Health Insurance:

3.1 "Contractor" means the person/entity under direct contract with the Division herein. If the direct contract includes a Design Professional, then the Design Professional is a "Contractor" for purposes of this Supplemental General Conditions for Health Insurance.

3.2 "Design Professional" means the Architect or Engineer, its Subconsultants or Subcontractors at any tier, or any of their agents, employees, including those employed directly or indirectly, or other persons or entities for whose acts the Design Professional or its Subconsultants/Subcontractors at any tier may be liable.

3.3 "Employee(s)" means an "employee," "worker" or "operative" as defined in UCA 34A-2-104 who:  
(i) works at least 30 hours per calendar week; and  
(ii) meets employer eligibility waiting requirements for health care insurance which may not exceed the first day of the calendar month following 60 days from the date of hire.

3.4 "Health benefit plan" means the same as that term is defined in UCA 31A-1-301.

3.5 "Qualified health insurance coverage" means the same as that term is defined in UCA 26-40-115.

3.6 "Subcontractor" means the same as that term is defined in Section 63A-5-208.

3.7 "State" means the State of Utah.

3.8 "Director" includes an authorized designee of the Director.

### **Article 4. Health Insurance Certification.**

4.1 A Contractor (including Design Professional) shall demonstrate compliance with UCA 63A-5-205 (6)(a) or (b) at the time of execution of each initial contract described in UCA 63A-5-205(3). The compliance is subject to an audit by DAS, DFCM or the Office of the Legislative Auditor General. A Contractor (including Design Professional) subject to UCA Section 63A-5-205(3) shall demonstrate to the director that the Contractor has and will maintain an offer of qualified health insurance coverage for the Contractor's employees and employees' dependents. Such Certification shall be on the form provided by DFCM.

4.2 If a subcontractor of the contractor is subject to Subsection (3) of UCA 63A-5-205, the contractor shall:

(a) place a requirement in the subcontract that the subcontractor shall obtain and maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employees' dependents during the duration of the subcontract; and

(b) certify to the director that the subcontractor has and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employees' dependents during the duration of the prime contract.

4.3 The actuarially equivalent determination required for the qualified health insurance coverage is met by the Contractor if the Contractor provides the department or division with a written statement of actuarial equivalency, which is no more than one year old, regarding the contractor's offer of qualified health coverage from an actuary selected by the contractor or the contractor's insurer, or an underwriter who is responsible for developing the employer group's premium rates;



Rule R-23-23. (this will be updated by the Building Board to comply with HB 282).



# **SUPPLEMENTAL GENERAL CONDITIONS FOR ILLEGAL IMMIGRATION**

July 1, 2009

**Article 1. Intent and Purpose. Senate Bill 81 modified by Senate Bill 39 – 2009.** The 2009 Utah Legislature passed Senate Bills 81 and 39 regarding “**Illegal Immigration**” which laws became effective July 1, 2009 (hereinafter “SB81/39”). These bills deal with provisions related to the immigration status of individuals within the state. The intent of Articles 1 through 3 of these Supplemental General Conditions is to provide the necessary provisions to the General Conditions as a result of such bills.

**Article 2. Applicability.** These “Supplemental General Conditions for Illegal Immigration” under SB 39 of the 2009 Utah General Legislative Session, only applies to Request for Proposals and includes sole sources that are part of Requests for Proposals. This document does not apply to procurements that are done by the Competitive Sealed Bidding process (often referred to as “low-bid”), the Multi-Step Process, direct awards, sole sources awards that are not part of Requests for Proposals, and emergency procurements. This document also does not apply to good faith contract modifications to contracts that existed prior to July 1, 2009.

**Article 3. E-Verify Clause.** Certify registration and use of employment “Status Verification System”.

- 3.1 Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor’s new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103. *(A copy of 63G-11-103 is provided at the end of this document for your convenience. \*)*
- 3.2 The Contractor shall require that the following provision be placed in each subcontract at every tier: “The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”
- 3.3 The State of Utah or DFCM will not consider a proposal for award, nor will it make any award where there has not been compliance with this Article.
- 3.4 Manually or electronically signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

**Article 4. Indemnity**

- 4.1 Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State of Utah, the DFCM and its officers, employees, agents, representatives and anyone that the State of Utah or the DFCM may be liable for, against any claim, damages or liability arising out of or resulting from violations of Article 2 whether violated by employees, agents, or contractors of the following:
- 4.1.1 Contractor;
  - 4.1.2. Subcontractor at any tier; and/or
  - 4.1.3 any entity or person for whom the Contractor or Subcontractor may be liable.
- 4.2 Notwithstanding 3.1 above, Design Professionals or Designers under direct contract with the DFCM shall only be required to indemnify the State of Utah or the DFCM for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the Design Professional shall be required to indemnify the State of Utah or the DFCM in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

**\* The following is provided for your convenience from the Utah Code.**

***63G-11-103 (Effective 07/01/09). Status verification system -- Registration and use -- Performance of services -- Unlawful practice.***

*(1) As used in this section:*

*(a) "Contract" means an agreement for the procurement of goods or services that is awarded through a request for proposals process with a public employer and includes a sole source contract.*

*(b) "Contractor" means a subcontractor, contract employee, staffing agency, or any contractor regardless of its tier.*

*(c) "Public employer" means a department, agency, instrumentality, or political subdivision of the state.*

*(d) (i) "Status Verification System" means an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C., Sec. 1373, to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision for a purpose authorized under this section.*

*(ii) "Status Verification System" includes:*

*(A) the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C., Sec. 1324a, known as the E-verify Program;*

*(B) an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986;*

**SUPPLEMENTAL GENERAL CONDITIONS FOR ILLEGAL IMMIGRATION**  
**JULY 1, 2009**  
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- (C) the Social Security Number Verification Service or similar online verification process implemented by the United States Social Security Administration; or*
- (D) an independent third-party system with an equal or higher degree of reliability as the programs, systems, or processes described in Subsection (1)[(e)](d)(ii)(A), (B), or (C).*
- (e) "Unauthorized alien" means an alien as defined in 8 U.S.C., Sec. 1324a(h)(3).*
- (2) (a) *Each public employer shall register with and use a Status Verification System to verify the federal employment authorization status of a new employee.*
- (b) *This section shall be enforced without regard to race, religion, gender, ethnicity, or national origin.*
- (3) (a) *Beginning July 1, 2009:*
- (i) *a public employer may not enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the state; and*
- (ii) *a contractor shall register and participate in the Status Verification System in order to enter into a contract with a public employer.*
- (b) (i) *For purposes of compliance with Subsection (3)(a), a contractor is individually responsible for verifying the employment status of only new employees who work under the contractor's supervision or direction and not those who work for another contractor or subcontractor, except as otherwise provided in Subsection (3)(b)(ii).*
- (ii) *Each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.*
- (c) *Subsection (3)(a) does not apply to a contract:*
- (i) *entered into by the entities referred to in Subsection (3)(a) prior to July 1, 2009, even though the contract may involve the physical performance of services within the state on or after July 1, 2009; or*
- (ii) *that involves underwriting, remarketing, broker-dealer activities, securities placement, investment advisory, financial advisory, or other financial or investment banking services.*
- (4) (a) *It is unlawful for an employing entity in the state to discharge an employee working in Utah who is a United States citizen or permanent resident alien and replace the employee with, or have the employee's duties assumed by, an employee who:*
- (i) *the employing entity knows, or reasonably should have known, is an unauthorized alien hired on or after July 1, 2009; and*
- (ii) *is working in the state in a job category:*
- (A) *that requires equal skill, effort, and responsibility; and*
- (B) *which is performed under similar working conditions, as defined in 29 U.S.C., Sec. 206 (d)(1), as the job category held by the discharged employee.*
- (b) *An employing entity, which on the date of a discharge in question referred to in Subsection (4)(a) is enrolled in and using the Status Verification System to verify the employment eligibility of its employees in Utah who are hired on or after July 1, 2009, is exempt from liability, investigation, or lawsuit arising from an action under this section.*
- (c) *A cause of action for a violation of this Subsection (4) arises exclusively from the provisions of this Subsection (4).*



# **SUPPLEMENTAL** **GENERAL CONDITIONS** **REGARDING ILLEGAL IMMIGRATION**

May 10, 2011

**Article 1. Intent and Purpose. Senate Bill 81 modified by Senate Bill 39 – 2009.** The 2009 Utah Legislature passed Senate Bills 81 and 39 regarding “**Illegal Immigration**” which laws became effective July 1, 2009 (hereinafter “SB81/39”). The 2011 Utah Legislature made further amendments that relate to this document in HB 116. These bills deal with provisions related to the immigration status of individuals within the state. The intent of Articles 1 through 3 of these Supplemental General Conditions is to provide the necessary provisions to the General Conditions as a result of such bills.

**Article 2. Applicability.** These “Supplemental General Conditions for Illegal Immigration” under SB 39 of the 2009 Utah General Legislative Session and HB 116 of the 2011 Utah General Legislative Session, only applies to Request for Proposals and includes sole sources that are part of Requests for Proposals. However, all entities under contract with DFCM as well as all others that are subject to applicable immigration laws, including their subcontractors/subconsultants, at any tier, shall comply with all applicable immigration laws. This document does not apply to procurements that are done by the Competitive Sealed Bidding process (often referred to as “low-bid”), the Multi-Step Process, direct awards, sole sources awards that are not part of Requests for Proposals, and emergency procurements. This document also does not apply to good faith contract modifications to contracts that existed prior to July 1, 2009.

There is a Program Start Date defined in said HB 116 of the 2011 Utah General Legislative Session. At such time that knowledge is obtained about when that Program Start Date is, DFCM will post an amendment to this “Supplemental General Conditions Regarding Illegal Immigration.”

**Article 3. E-Verify Clause.** Certify registration and use of employment “Status Verification System”.

- 3.1 Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor’s new employees that are employed in the State of Utah in accordance with 63G-12-302 as described in HB 116 of the 2011 Utah General Legislative Session. *(A copy of 63G-12-302 is provided at the end of this document for your convenience.)*
- 3.2 The Contractor shall require that the following provision be placed in each subcontract at every tier: “The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each

## **SUPPLEMENTAL GENERAL CONDITIONS FOR ILLEGAL IMMIGRATION**

**May 10, 2011**

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new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”

- 3.3 The State of Utah or DFCM will not consider a proposal for award, nor will it make any award where there has not been compliance with this Article.
- 3.4 Manually or electronically signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302 as described in HB 116 of the 2011 Utah General Legislative Session. *(A copy of 63G-12-302 is provided at the end of this document for your convenience.)*

### **Article 4. Indemnity**

- 4.1 Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State of Utah, the DFCM and its officers, employees, agents, representatives and anyone that the State of Utah or the DFCM may be liable for, against any claim, damages or liability arising out of or resulting from violations of these Supplemental General Conditions Regarding Illegal Immigration whether violated by employees, agents, or contractors of the following:
  - 4.1.1 Contractor;
  - 4.1.2 Subcontractor at any tier; and/or
  - 4.1.3 any entity or person for whom the Contractor or Subcontractor may be liable.
- 4.2 Notwithstanding 4.1 above, Design Professionals or Designers under direct contract with the DFCM shall only be required to indemnify the State of Utah or the DFCM for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the Design Professional shall be required to indemnify the State of Utah or the DFCM in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

**SUPPLEMENTAL GENERAL CONDITIONS FOR ILLEGAL IMMIGRATION**

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**\* The following is provided for your convenience: Note: The definitions of "Public Employer," "Status Verification System," "Unauthorized Alien," and "Program Start Date" as well as other relevant definitions are located in Section 63G-12-102. Other provisions of Utah Code Title 63G, Chapter 12, should be read as well as all applicable immigration laws.)**

**63G-12-302. Status verification system -- Registration and use -- Performance of services -- Unlawful practice.**

(1) As used in this section:

(a) "Contract" means an agreement for the procurement of goods or services that is awarded through a request for proposals process with a public employer and includes a sole source contract.

(b) "Contractor" means a subcontractor, contract employee, staffing agency, or any contractor regardless of its tier.

(2) (a) Subject to Subsection (5), a public employer shall register with and use a Status Verification System to verify the federal employment authorization status of a new employee.

(b) This section shall be enforced without regard to race, religion, gender, ethnicity, or national origin.

(3) (a) Subject to Subsection (5), beginning July 1, 2009:

(i) a public employer may not enter into a contract for the physical performance of services within the state with a contractor unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the state; and

(ii) a contractor shall register and participate in the Status Verification System in order to enter into a contract with a public employer.

(b) (i) For purposes of compliance with Subsection (3)(a), a contractor is individually responsible for verifying the employment status of only new employees who work under the contractor's supervision or direction and not those who work for another contractor or subcontractor, except as otherwise provided in Subsection (3)(b)(ii).

(ii) Each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

(c) Subsection (3)(a) does not apply to a contract:

(i) entered into by the entities referred to in Subsection (3)(a) prior to July 1, 2009, even though the contract may involve the physical performance of services within the state on or after July 1, 2009; or

(ii) that involves underwriting, remarketing, broker-dealer activities, securities placement, investment advisory, financial advisory, or other financial or investment banking services.

(4) (a) It is unlawful for an employing entity in the state to discharge an employee working in Utah who is a United States citizen or permanent resident alien and replace the employee with, or have the employee's duties assumed by, an employee who:

(i) the employing entity knows, or reasonably should have known, is an unauthorized alien hired on or after July 1, 2009; and

(ii) is working in the state in a job category:

(A) that requires equal skill, effort, and responsibility; and

(B) which is performed under similar working conditions, as defined in 29 U.S.C., Sec. 206 (d)(1), as the job category held by the discharged employee.

(b) An employing entity, which on the date of a discharge in question referred to in Subsection (4)(a) is enrolled in and using the Status Verification System to verify the

employment eligibility of its employees in Utah who are hired on or after July 1, 2009, is exempt from liability, investigation, or lawsuit arising from an action under this section.

(c) A cause of action for a violation of this Subsection (4) arises exclusively from the provisions of this Subsection (4).

(5) On and after the program start date:

(a) a public employer, after hiring an employee, shall verify the employment eligibility of the new employee:

(i) through the status verification system if the individual does not hold a permit; and

(ii) through the u-verify program if the individual holds a permit; and

(b) a contractor is considered to be in compliance with this section if, after hiring an employee, the contractor verifies the employment eligibility of the new employee:

(i) through the status verification system if the individual does not hold a permit; and

(ii) through the u-verify program if the individual holds a permit.

Renumbered and Amended by Chapter 18, 2011 General Session



**SECTION 011000  
SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: DTC Welding Technology Building
- B. Owner's Name: DFCM.
- C. Architect's Name: CRSA.
- D. The Project consists of the construction of a new 16,915 s.f. welding technology and fabrication teaching facility on the Davis Technical College campus. The facility will accommodate a total of 68 welding booths, along with the required fabrication tools and machinery. In addition to the welding program, the building will also accommodate a classroom space, instructor offices, and associated spaces required for a standalone building. There will be an exterior partially covered material storage and laydown yard..

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on GMP as described in Document 005000 - Contracting Forms and Supplements.

**1.03 OWNER OCCUPANCY**

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

**END OF SECTION 011000**

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**SECTION 012000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Price and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

**1.02 RELATED REQUIREMENTS**

- A. Section 005000 - Contracting Forms and Supplements: Forms to be used.

**1.03 SCHEDULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.

**1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit one electronic and three hard-copies of each Application for Payment.

**1.05 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 14 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

**1.06 APPLICATION FOR FINAL PAYMENT**

**END OF SECTION 012000**

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**SECTION 012100  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cash allowances.

**1.02 CASH ALLOWANCES**

**1.03 ALLOWANCES SCHEDULE**

- A. Section 115314 Fume Extractors: Include the stipulated sum of \$750,000.00 for purchase and delivery of Extraction and Exhaust System.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 012100**

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**SECTION 012500  
SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 RELATED REQUIREMENTS**

- A. Section 004325 - Substitution Request Form - During Procurement: Required form for substitution requests made prior to award of contract (During procurement).
- B. Section 006325 - Substitution Request Form - During Construction: Required form for substitution requests made after award of contract (During construction).
- C. Section 012100 - Allowances, for cash allowances affecting this section.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

**3.02 RESOLUTION**

**3.03 ACCEPTANCE**

**END OF SECTION 012500**

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**SECTION 013000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Web-based project software service.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Construction progress schedule.
- G. Contractor's daily reports.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Requests for Interpretation (RFI) procedures.
- K. Submittal procedures.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- B. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract, \_\_\_\_\_ and Architect.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

**3.02 SITE MOBILIZATION MEETING**

- A. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's superintendent.
  - 5. Major subcontractors.
- B. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements.
  - 3. Construction facilities and controls provided by Owner.
  - 4. Temporary utilities provided by Owner.
  - 5. Survey and building layout.

6. Security and housekeeping procedures.
  7. Schedules.
  8. Application for payment procedures.
  9. Procedures for testing.
  10. Procedures for maintaining record documents.
  11. Requirements for start-up of equipment.
  12. Inspection and acceptance of equipment put into service during construction period.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Attendance Required:
1. Contractor.
  2. Owner.
  3. Architect.
  4. Contractor's superintendent.
  5. Major subcontractors.
- B. Agenda:
1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of progress schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on progress schedule and coordination.
  11. Other business relating to work.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 CONSTRUCTION PROGRESS SCHEDULE**

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

### **3.05 REQUESTS FOR INTERPRETATION (RFI)**

- A. Definition: A request seeking one of the following:
1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  2. A resolution to an issue which has arisen due to field conditions and affects design intent.

### **3.06 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
  2. Shop drawings.

3. Samples for selection.
4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

### **3.07 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

### **3.08 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
  1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.09 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.10 SUBMITTAL PROCEDURES**

- A. General Requirements:

**END OF SECTION 013000**

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**SECTION 014000  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's design-related professional design services.
- F. Control of installation.
- G. Defect Assessment.

**1.02 TESTING AND INSPECTION AGENCIES AND SERVICES**

**PART 3 EXECUTION**

**2.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

**2.02 TESTING AND INSPECTION**

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### **2.03 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.

**END OF SECTION 014000**

**SECTION 017419  
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 GENERAL**

**1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  - 1. Aluminum and plastic beverage containers.
  - 2. Corrugated cardboard.
  - 3. Wood pallets.
  - 4. Clean dimensional wood.
  - 5. Land clearing debris, including brush, branches, logs, and stumps; see Section 311000 - Site Clearing for use options.
  - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- E. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

**1.02 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.

- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

### **1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.

## **PART 3 EXECUTION**

### **2.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 013000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 015000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 016000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 017000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

### **2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Prebid meeting.
  - 2. Preconstruction meeting.
  - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.



- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION 017419**

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**SECTION 017800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

**END OF SECTION 017800**

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**SECTION 019113  
GENERAL COMMISSIONING REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
  - 1. Verify that the work is installed in accordance with Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Prefunctional Checklists executed by Contractor are utilized to achieve this.
  - 2. Verify and document that functional performance is in accordance with Contract Documents: Functional Tests executed by Contractor and witnessed by the Commissioning Authority are utilized to achieve this.
  - 3. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
  - 4. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.
- B. The Commissioning Authority directs and coordinates all commissioning activities; this section describes some but not all of the Commissioning Authority's responsibilities.

**1.02 RELATED REQUIREMENTS**

- A. Section 017800 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.

**PART 2 PRODUCTS**

**2.01 TEST EQUIPMENT**

- A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of Owner.
- B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
  - 1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F (0.3 degree C) and resolution of plus/minus 0.1 degree F (0.05 degree C).
  - 2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
  - 3. Calibration: According to the manufacturer's recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.
- C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.
- D. Dataloggers: Independent equipment and software for monitoring flows, currents, status, pressures, etc. of equipment.
  - 1. Dataloggers required to for Functional Tests will be provided by the Commissioning Authority and will not become the property of Owner.

**PART 3 EXECUTION**

**3.01 COMMISSIONING PLAN**

- A. Commissioning Authority has prepared the Commissioning Plan.

1. Attend meetings called by the Commissioning Authority for purposes of completing the commissioning plan.
  2. Require attendance and participation of relevant subcontractors, installers, suppliers, and manufacturer representatives.
- B. Contractor is responsible for compliance with the Commissioning Plan.
- C. Commissioning Plan: The commissioning schedule, procedures, and coordination requirements for all parties in the commissioning process.
- D. Commissioning Schedule:
1. Submit anticipated dates of startup of each item of equipment and system to Commissioning Authority within 60 days after award of Contract.
  2. Re-submit anticipated startup dates monthly, but not less than 4 weeks prior to startup.
  3. Prefunctional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
  4. Provide sufficient notice to Commissioning Authority for delivery of relevant Checklists and Functional Test procedures, to avoid delay.

### **3.02 STARTUP PLANS AND REPORTS**

- A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 8 weeks prior to startup.
- B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.
- C. Submit directly to the Commissioning Authority.

### **3.03 PREFUNCTIONAL CHECKLISTS**

- A. A Prefunctional Checklist is required to be filled out for each item of equipment or other assembly specified to be commissioned.
1. No sampling of identical or near-identical items is allowed.
  2. These checklists do not replace manufacturers' recommended startup checklists, regardless of apparent redundancy.
  3. Prefunctional Checklist forms will not be complete until after award of the contract; the following types of information will be gathered via the completed Checklist forms:
    - a. Certification by installing contractor that the unit is properly installed, started up, and operating and ready for Functional Testing.
    - b. Confirmation of receipt of each shop drawing and commissioning submittal specified, itemized by unit.
    - c. Manufacturer, model number, and relevant capacity information; list information "as specified," "as submitted," and "as installed."
    - d. Serial number of installed unit.
    - e. List of inspections to be conducted to document proper installation prior to startup and Functional Testing; these will be primarily static inspections and procedures; for equipment and systems may include normal manufacturer's start-up checklist items and minor testing.
    - f. Sensor and actuator calibration information.
- B. Contractor is responsible for filling out Prefunctional Checklists, after completion of installation and before startup; witnessing by the Commissioning Authority is not required unless otherwise specified.
1. Each line item without deficiency is to be witnessed, initialed, and dated by the actual witness; checklists are not complete until all line items are initialed and dated complete without deficiencies.
  2. Checklists with incomplete items may be submitted for approval provided the Contractor attests that incomplete items do not preclude the performance of safe and reliable Functional Testing; re-submission of the Checklist is required upon completion of remaining items.

3. Individual Checklists may contain line items that are the responsibility of more than one installer; Contractor shall assign responsibility to appropriate installers or subcontractors, with identification recorded on the form.
  4. If any Checklist line item is not relevant, record reasons on the form.
  5. Contractor may independently perform startup inspections and/or tests, at Contractor's option.
  6. Regardless of these reporting requirements, Contractor is responsible for correct startup and operation.
  7. Submit completed Checklists to Commissioning Authority within two days of completion.
- C. Commissioning Authority is responsible for furnishing the Prefunctional Checklists to Contractor.
1. Initial Drafts: Contractor is responsible for initial draft of Prefunctional Checklist where so indicated in Contract Documents.
  2. Provide all additional information requested by Commissioning Authority to aid in preparation of checklists, such as shop drawing submittals, manufacturers' startup checklists, and O&M data.
  3. Commissioning Authority may add any relevant items deemed necessary regardless of whether they are explicitly mentioned in Contract Documents or not.
  4. When asked to review the proposed Checklists, do so in a timely manner.
- D. Commissioning Authority Witnessing: Required for:
1. Each piece of primary equipment, unless sampling of multiple similar units is allowed by the commissioning plan.
  2. A sampling of non-primary equipment, as allowed by the commissioning plan.
- E. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.
1. If difficulty in correction would delay progress, report deficiency to the Commissioning Authority immediately.

### 3.04 FUNCTIONAL TESTS

- A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.
- B. Contractor is responsible for execution of required Functional Tests, after completion of Prefunctional Checklist and before closeout.
- C. Commissioning Authority is responsible for witnessing and reporting results of Functional Tests, including preparation and completion of forms for that purpose.
- D. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to Owner; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with Contract Documents or does not perform properly.
  2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.
  3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.
  4. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing.
  5. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing if the test failed due to failure to execute the relevant Prefunctional

Checklist correctly; if the test failed for reasons that would not have been identified in the Prefunctional Checklist process, Contractor shall bear the cost of the second and subsequent re-tests.

- E. Functional Test Procedures:
1. Some test procedures are included in Contract Documents; where Functional Test procedures are not included in Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
  2. Examples of Functional Testing:
    - a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
    - b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
    - c. Systems are run through all the HVAC control system's sequences of operation and components are verified to be responding as the sequence's state.
    - d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.
- F. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

### 3.05 SENSOR AND ACTUATOR CALIBRATION

- A. Calibrate all field-installed temperature, relative humidity, carbon monoxide, carbon dioxide, and pressure sensors and gauges, and all actuators (dampers and valves) on this piece of equipment shall be calibrated. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated.
- B. Calibrate using the methods described below; alternate methods may be used, if approved by Commissioning Authority and Owner beforehand. See PART 2 for test instrument requirements. Record methods used on the relevant Prefunctional Checklist or other suitable forms, documenting initial, intermediate and final results.
- C. All Sensors:
1. Verify that sensor location is appropriate and away from potential causes of erratic operation.
  2. Verify that sensors with shielded cable are grounded only at one end.
  3. For sensor pairs that are used to determine a temperature or pressure difference, for temperature make sure they are reading within 0.2 degree F (0.1 degree C) of each other, and for pressure, within tolerance equal to 2 percent of the reading, of each other.
  4. Tolerances for critical applications may be tighter.
- D. Sensors Without Transmitters - Standard Application:
1. Make a reading with a calibrated test instrument within 6 inches (150 mm) of the site sensor.
  2. Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
  3. If not, install offset, calibrate or replace sensor.
- E. Sensors With Transmitters - Standard Application.
1. Disconnect sensor.
  2. Connect a signal generator in place of sensor.
  3. Connect ammeter in series between transmitter and building automation system control panel.



4. Using manufacturer's resistance-temperature data, simulate minimum desired temperature.
  5. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter.
  6. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the building automation system.
  7. Record all values and recalibrate controller as necessary to comply with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction.
  8. Reconnect sensor.
  9. Make a reading with a calibrated test instrument within 6 inches (150 mm) of the site sensor.
  10. Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
  11. If not, replace sensor and repeat.
  12. For pressure sensors, perform a similar process with a suitable signal generator.
- F. Sensor Tolerances for Standard Applications: Plus/minus the following maximums:
1. Watthour, Voltage, Amperage: 1 percent of design.
  2. Pressure, Air, Water, Gas: 3 percent of design.
  3. Air Temperatures (Outside Air, Space Air, Duct Air): 0.4 degrees F (0.2 degree C).
  4. Relative Humidity: 4 percent of design.
  5. Barometric Pressure: 0.1 inch of Hg (340 Pa).
  6. Flow Rate, Air: 10 percent of design.
  7. Flow Rate, Water: 4 percent of design.
  8. AHU Wet Bulb and Dew Point: 2.0 degrees F (1.1 degrees C).
- G. Critical Applications: For some applications more rigorous calibration techniques may be required for selected sensors. Describe any such methods used on an attached sheet.
- H. Valve/Damper Stroke Setup and Check:
1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
  2. Set pump/fan to normal operating mode.
  3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
  4. Command valve/damper to open; verify position is full open and adjust output signal as required.
  5. Command valve/damper to a few intermediate positions.
  6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
- I. Isolation Valve or System Valve Leak Check: For valves not associated with coils.
1. With full pressure in the system, command valve closed.
  2. Use an ultra-sonic flow meter to detect flow or leakage.

### **3.06 TEST PROCEDURES - GENERAL**

- A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
- B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.
- C. Sampling: Where Functional Testing of fewer than the total number of multiple identical or near-identical items is explicitly permitted, perform sampling as follows:
  1. Identical Units: Defined as units with same application and sequence of operation; only minor size or capacity difference.
  2. Sampling is not allowed for:

- a. Major equipment.
  - b. Life-safety-critical equipment.
  - c. Prefunctional Checklist execution.
  3. XX = the percent of the group of identical equipment to be included in each sample; defined for specific type of equipment.
  4. YY = the percent of the sample that if failed will require another sample to be tested; defined for specific type of equipment.
  5. Randomly test at least XX percent of each group of identical equipment, but not less than three units. This constitutes the "first sample."
  6. If YY percent of the units in the first sample fail, test another XX percent of the remaining identical units.
  7. If YY percent of the units in the second sample fail, test all remaining identical units.
  8. If frequent failures occur, resulting in more troubleshooting than testing, the Commissioning Authority may stop the testing and require Contractor to perform and document a checkout of the remaining units prior to continuing testing.
- D. Manual Testing: Use hand-held instruments, immediate control system readouts, or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the "observation").
- E. Simulating Conditions: Artificially create the necessary condition for the purpose of testing the response of a system; for example apply hot air to a space sensor using a hair dryer to see the response in a VAV box.
- F. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.
- G. Over-Writing Values: Change the sensor value known to the control system in the control system to see the response of the system; for example, change the outside air temperature value from 50 degrees F to 75 degrees F to verify economizer operation.
- H. Indirect Indicators: Remote indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100 percent closed, are considered indirect indicators.
- I. Monitoring: Record parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of the relevant control systems; where monitoring of specific points is called for in Functional Test Procedures:
1. All points that are monitored by the relevant control system shall be trended by Contractor; at the Commissioning Authority's request, Contractor shall trend up to 20 percent more points than specified at no extra charge.
  2. Other points will be monitored by the Commissioning Authority using dataloggers.
  3. At the option of the Commissioning Authority, some control system monitoring may be replaced with datalogger monitoring.
  4. Provide hard copies of monitored data in columnar format with time down left column and at least 5 columns of point values on same page.
  5. Graphical output is desirable and is required for all output if the system can produce it.
  6. Monitoring may be used to augment manual testing.

### **3.07 OPERATION AND MAINTENANCE MANUALS**

- A. See Section 017800 - Closeout Submittals for additional requirements.
- B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.
- C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
- D. Commissioning Authority will add commissioning records to manuals after submission to Owner.

**END OF SECTION 019113**

**SECTION 033000  
CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete shear walls, elevator shaft walls, and foundation walls.
- D. Concrete reinforcement.
- E. Miscellaneous concrete elements, including equipment pads, equipment pits, light pole bases, flagpole bases, thrust blocks, and manholes.

**1.02 RELATED REQUIREMENTS**

- A. Section 031000 - Concrete Forming and Accessories: Forms and accessories for formwork.
- B. Section 032000 - Concrete Reinforcing.
- C. Section 033511 - Concrete Floor Finishes: Densifiers, hardeners, applied coatings, and polishing.
- D. Section 079200 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.

**1.03 REFERENCE STANDARDS**

- A. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary; 2019 (Reapproved 2022).
- B. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.
- C. ACI PRC-302.1 - Guide to Concrete Floor and Slab Construction; 2015.
- D. ACI PRC-347 - Guide to Formwork for Concrete; 2014 (Reapproved 2021).
- E. ACI SPEC-301 - Specifications for Concrete Construction; 2020.
- F. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- G. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2023.
- H. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2023.
- I. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2024.
- J. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- K. ASTM C476 - Standard Specification for Grout for Masonry; 2023.
- L. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2023, with Editorial Revision.
- M. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures; 2020.
- N. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2022.
- O. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2017 (Reapproved 2023).

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.

1. For curing compounds, provide data on method of removal in the event of incompatibility with floor covering adhesives.
- C. Mix Design: Submit proposed concrete mix design.
  1. Indicate proposed mix design complies with requirements of ACI SPEC-301, Section 4 - Concrete Mixtures.
  2. Indicate proposed mix design complies with requirements of ACI CODE-318, Chapter 5 - Concrete Quality, Mixing and Placing.
- D. Samples: Submit samples of underslab vapor retarder to be used.
- E. Test Reports: Submit report for each test or series of tests specified.

## **PART 2 PRODUCTS**

### **2.01 FORMWORK**

- A. Comply with requirements of Section 031000.

### **2.02 REINFORCEMENT MATERIALS**

- A. Comply with requirements of Section 032000.
- B. Reinforcing Steel: See General Structural Notes
- C. Reinforcement Accessories:
  1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch (1.29 mm).
  2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

### **2.03 CONCRETE MATERIALS**

- A. Cement: See General Structural Notes
- B. Fine and Coarse Aggregates: See General Structural Notes
- C. Fly Ash: ASTM C618, Class C or F.
- D. Silica Fume: ASTM C1240, proportioned in accordance with ACI PRC-211.1.
- E. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

### **2.04 ACCESSORY MATERIALS**

- A. Underslab Vapor Retarder:
  1. Sheet Material: ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. Single-ply polyethylene is prohibited.
  2. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.
  3. Products:
    - a. Henry Company; Moistop Ultra 15: [www.henry.com/#sle](http://www.henry.com/#sle).
    - b. ISI Building Products; Viper VaporCheck II 15-mil (Class A): [www.isibp.com/#sle](http://www.isibp.com/#sle).
    - c. Stego Industries, LLC; \_\_\_\_: [www.stegoindustries.com/#sle](http://www.stegoindustries.com/#sle).
    - d. W. R. Meadows, Inc; PERMINATOR Class A - 15 mils (0.38 mm): [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).

**END OF SECTION 033000**

**SECTION 033511  
CONCRETE FLOOR FINISHES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface treatments for concrete floors and slabs.
- B. Liquid densifiers and hardeners.
- C. Clear coatings.
- D. Clear penetrating sealers.
- E. Polished concrete.

**1.02 RELATED REQUIREMENTS**

- A. Section 033000 - Cast-in-Place Concrete: Finishing of concrete surface to tolerance; floating, troweling, and similar operations; curing.
- B. Section 033000 - Cast-in-Place Concrete: Curing compounds that also function as sealers.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's published data on each finishing product, including information on compatibility of different products and limitations.
- C. Product Data: Manufacturer's published data and installation instructions for concrete polishing system and finishing products, including manufacturer's installation instructions, information on compatibility of different products, and limitations.

**PART 2 PRODUCTS**

**2.01 CONCRETE FLOOR FINISH APPLICATIONS**

- A. Unless otherwise indicated, all concrete floors are to be finished using liquid densifier/hardener.
- B. Penetrating Clear Sealer:
- C. Clear Coating:
- D. Polished Finish:

**2.02 DENSIFIERS AND HARDENERS**

- A. Liquid Densifier and Hardener: Penetrating chemical compound that reacts with concrete, filling the pores, hardening, and dustproofing.
  - 1. Composition: Lithium silicate.

**2.03 COATINGS**

- A. High Gloss Clear Coating: Transparent, nonyellowing, acrylic polymer-based coating.
  - 1. Composition: Solvent-based.
- B. Penetrating Sealer: Transparent, nonyellowing, water- or solvent-based coating.

**2.04 POLISHED CONCRETE SYSTEM**

- A. Polished Concrete System: Materials, equipment, and procedures designed and furnished by a single manufacturer to produce dense polished concrete of the specified sheen.

**END OF SECTION 033511**

**SECTION 042000  
UNIT MASONRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete block.
- B. Mortar and grout.
- C. Reinforcement and anchorage.

**1.02 RELATED REQUIREMENTS**

- A. Section 031000 - Concrete Forming and Accessories: Dovetail slots for masonry anchors.
- B. Section 032000 - Concrete Reinforcing: Reinforcing steel for grouted masonry.
- C. Section 033000 - Cast-in-Place Concrete: Installation of dovetail slots for masonry anchors.
- D. Section 040511 - Masonry Mortaring and Grouting.
- E. Section 055000 - Metal Fabrications: Loose steel lintels.
- F. Section 079200 - Joint Sealants: Sealing control and expansion joints.

**1.03 REFERENCE STANDARDS**

- A. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- B. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2023.
- C. ASTM C91/C91M - Standard Specification for Masonry Cement; 2023.
- D. ASTM C140/C140M - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units; 2023a.
- E. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2018.
- F. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- G. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2018.
- H. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2019a, with Editorial Revision.
- I. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2024.
- J. ASTM C476 - Standard Specification for Grout for Masonry; 2023.
- K. ASTM C780 - Standard Test Methods for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2023.
- L. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms; 2023b.
- M. BIA Technical Notes No. 13 - Ceramic Glazed Brick Exterior Walls; 2017.
- N. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for masonry units, mortar, and masonry accessories.

**1.05 QUALITY ASSURANCE**

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

## **PART 2 PRODUCTS**

### **2.01 CONCRETE MASONRY UNITS**

- A. Concrete Block: Comply with referenced standards and as follows:
  - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches (400 by 200 mm) and nominal depth of 8 inches (200 mm).
  - 2. Load-Bearing Units: ASTM C90, normal weight.

### **2.02 MORTAR AND GROUT MATERIALS**

- A. Mortar and Grout: As specified in Section 040511.
- B. Portland Cement: ASTM C150/C150M, Type I; color as required to produce approved color sample.
- C. Hydrated Lime: ASTM C207, Type S.

### **2.03 REINFORCEMENT AND ANCHORAGE**

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60, deformed billet bars; .
- B. Masonry Veneer Anchors: See General Structural Notes.

### **2.04 MORTAR AND GROUT MIXING**

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
  - 1. Masonry below grade and in contact with earth: Type M.
  - 2. Exterior, loadbearing masonry: Type S.
  - 3. Interior, loadbearing masonry: Type S.
- B. Grout: ASTM C476; consistency required to fill completely volumes indicated for grouting; fine grout for spaces with smallest horizontal dimension of 2 inches (50 mm) or less; coarse grout for spaces with smallest horizontal dimension greater than 2 inches (50 mm).

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

### **3.02 PREPARATION**

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.

### **3.03 COLD AND HOT WEATHER REQUIREMENTS**

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

### **3.04 COURSING**

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
  - 1. Bond: Running.

### **3.05 PLACING AND BONDING**

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.

### **3.06 WEEPS/CAVITY VENTS**

- A. Install weeps in veneer and cavity walls at 24 inches (600 mm) on center horizontally on top of through-wall flashing above shelf angles and lintels and at bottom of walls.

**3.07 CAVITY MORTAR CONTROL**

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.

**3.08 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER - SEE GENERAL STRUCTURAL NOTES**

**3.09 LINTELS**

- A. Install loose steel lintels over openings per General Structural Notes

**3.10 GROUTED COMPONENTS**

- A. Lap splices minimum 24 bar diameters.
- B. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch (13 mm) of dimensioned position.
- C. Place and consolidate grout fill without displacing reinforcing.

**3.11 CONTROL AND EXPANSION JOINTS**

- A. Continue horizontal joint reinforcement through control or expansion joints.

**3.12 TOLERANCES**

- A. Install masonry within the site tolerances found in TMS 402/602.

**3.13 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.

**3.14 CLEANING**

- A. Clean soiled surfaces with cleaning solution.

**3.15 PROTECTION**

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

**END OF SECTION 042000**



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**SECTION 051200  
STRUCTURAL STEEL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Structural steel framing members.
- B. Structural steel support members and struts.
- C. Base plates, shear stud connectors and \_\_\_\_\_.
- D. Grouting under base plates.

**1.02 RELATED REQUIREMENTS**

- A. Section 051213 - Architecturally-Exposed Structural Steel Framing: Additional requirements for structural steel members designated as architecturally-exposed structural steel (AESS).
- B. Section 052100 - Steel Joist Framing.
- C. Section 053100 - Steel Decking: Support framing for small openings in deck.
- D. Section 055000 - Metal Fabrications: Steel fabrications affecting structural steel work.

**1.03 REFERENCE STANDARDS**

- A. AISC (MAN) - Steel Construction Manual; 2023.
- B. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges; 2022.
- C. AISC 325 - Steel Construction Manual; 2017.
- D. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2022.
- E. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- F. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2023.
- G. ASTM A992/A992M - Standard Specification for Structural Steel Shapes; 2022.
- H. ASTM E94/E94M - Standard Guide for Radiographic Examination Using Industrial Radiographic Film; 2017.
- I. ASTM E164 - Standard Practice for Contact Ultrasonic Testing of Weldments; 2019.
- J. ASTM E165/E165M - Standard Practice for Liquid Penetrant Testing for General Industry; 2023.
- K. ASTM E709 - Standard Guide for Magnetic Particle Testing; 2021.
- L. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- M. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021.
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- O. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019.
- P. RCSC (HSBOLT) - Specification for Structural Joints Using High-Strength Bolts; Research Council on Structural Connections; 2020.
- Q. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
  - 2. Connections.

3. Indicate cambers.
  4. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Manufacturer's Mill Certificate: Certify that products meet or exceed specified requirements.
- D. Mill Test Reports: Indicate structural strength, destructive test analysis and non-destructive test analysis.
- E. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- F. Fabricator's Qualification Statement.

### **1.05 QUALITY ASSURANCE**

- A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and no more than 12 months before start of scheduled welding work.
- C. Fabricator Qualifications: A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel in accordance with IAS AC172.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS - SEE GENERAL STRUCTURAL NOTES**

### **2.02 FABRICATION**

- A. Shop fabricate to greatest extent possible.
- B. Continuously seal joined members by continuous welds. Grind exposed welds smooth.
- C. Fabricate connections for bolt, nut, and washer connectors.
- D. Develop required camber for members.

### **2.03 FINISH**

- A. Prepare structural component surfaces in accordance with SSPC-SP 1.

### **2.04 SOURCE QUALITY CONTROL**

- A. High-Strength Bolts: Provide testing and verification of shop-bolted connections in accordance with RCSC (HSBOLT) "Specification for Structural Joints Using High-Strength Bolts" .
- B. Welded Connections: Visually inspect all shop-welded connections using one of the following:
1. Radiographic testing performed in accordance with ASTM E94/E94M.
  2. Ultrasonic testing performed in accordance with ASTM E164.
  3. Liquid penetrant inspection performed in accordance with ASTM E165/E165M.
  4. Magnetic particle inspection performed in accordance with ASTM E709.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.

### **3.02 ERECTION**

- A. Erect structural steel in compliance with AISC 303.
- B. Allow for erection loads and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Field weld components and shear studs indicated on shop drawings.
- D. Do not field cut or alter structural members without approval of Architect.

### **3.03 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.
- B. High-Strength Bolts: Provide testing and verification of field-bolted connections in accordance with RCSC (HSBOLT) "Specification for Structural Joints Using High-Strength Bolts".
- C. Welded Connections: Visually inspect all field-welded connections using one of the following:
  - 1. Radiographic testing performed in accordance with ASTM E94/E94M.
  - 2. Ultrasonic testing performed in accordance with ASTM E164.
  - 3. Liquid penetrant inspection performed in accordance with ASTM E165/E165M.
  - 4. Magnetic particle inspection performed in accordance with ASTM E709.

**END OF SECTION 051200**

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**SECTION 052100  
STEEL JOIST FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Open web steel joists and shear stud connectors, with bridging, attached seats and anchors.
- B. Loose bearing members, such as plates or angles, and anchor bolts for site placement.
- C. Supplementary framing for roof openings greater than 18 inches (450 mm).

**1.02 RELATED REQUIREMENTS**

- A. Section 051200 - Structural Steel Framing: Grouting base plates and bearing plates. Superstructure framing.
- B. Section 051200 - Structural Steel Framing: Superstructure framing.
- C. Section 053100 - Steel Decking: Bearing plates and angles.
- D. Section 053100 - Steel Decking: Support framing for openings less than 18 inches (450 mm) in decking.
- E. Section 055000 - Metal Fabrications: Non-framing steel fabrications attached to joists.

**1.03 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- B. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished; 2018.
- C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- E. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- F. ASTM A563/A563M - Standard Specification for Carbon and Alloy Steel Nuts (Inch and Metric); 2021a.
- G. ASTM E94/E94M - Standard Guide for Radiographic Examination Using Industrial Radiographic Film; 2017.
- H. ASTM E164 - Standard Practice for Contact Ultrasonic Testing of Weldments; 2019.
- I. ASTM E165/E165M - Standard Practice for Liquid Penetrant Testing for General Industry; 2023.
- J. ASTM E709 - Standard Guide for Magnetic Particle Testing; 2021.
- K. ASTM F436/F436M - Standard Specification for Hardened Steel Washers Inch and Metric Dimensions; 2019.
- L. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength; 2023.
- M. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021.
- N. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- O. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019.
- P. RCSC (HSBOLT) - Specification for Structural Joints Using High-Strength Bolts; Research Council on Structural Connections; 2020.
- Q. SJI 100 - Standard Specifications for K-Series, LH-Series, and DLH-Series Open Web Steel Joists, and for Joist Girders; 2020.

- R. SJI Technical Digest No. 9 - Handling and Erection of Steel Joists and Joist Girders; 2008.
- S. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 2004.
- T. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.
- U. SSPC-SP 2 - Hand Tool Cleaning; 2018.

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate standard designations, joist coding, configurations, sizes, spacings, cambers, locations of joists, joist leg extensions, bridging, connections, and attachments.
- C. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- D. Manufacturer's Qualification Statement.
- E. Fabricator's Qualification Statement.

#### **1.05 QUALITY ASSURANCE**

- A. Design connections not detailed on drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and dated no more than 12 months before start of scheduled welding work.
- C. Fabricator Qualifications: A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel in accordance with IAS AC172.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Transport, handle, store, and protect products to SJI requirements.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Open Web Joists: SJI Type K Joists:
  - 1. Minimum End Bearing on Steel Supports: Comply with referenced SJI standard.
  - 2. Minimum End Bearing on Concrete or Masonry Supports: Comply with referenced SJI standard.
- B. Open Web Joists: SJI 100 Type LH Joists:
  - 1. Minimum End Bearing on Steel Supports: Comply with referenced SJI standards.
  - 2. Minimum End Bearing on Masonry or Concrete Supports: Comply with referenced SJI standards.
- C. Anchor Bolts, Nuts and Washers: ASTM A307 hot-dip galvanized per ASTM A153/A153M Class C.
- D. High-Strength Structural Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, with matching compatible ASTM A563/A563M nuts and ASTM F436/F436M washers.
- E. Shear Stud Connectors: Made from ASTM A108 Grade 1015 bars.
- F. Structural Steel For Supplementary Framing and Joist Leg Extensions: ASTM A36/A36M.
- G. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- H. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- I. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20 Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

#### **2.02 FINISH**

- A. Galvanize joists as specified.

1. Do not prime surfaces that will be fireproofed.
  2. Galvanize steel ledge angles.
  3. Leave other steel members unprimed.
- B. Prepare surfaces to be finished in accordance with SSPC-SP 2.
- C. Galvanizing: Provide minimum 1.7 oz/sq ft (530 g/sq m) galvanized coating to ASTM A123/A123M requirements.

### **2.03 SOURCE QUALITY CONTROL**

- A. Provide shop testing of steel components as follows:
- B. High-Strength Bolts: Provide testing and verification of shop-bolted connections in accordance with RCSC (HSBOLT) "Specification for Structural Joints Using High-Strength Bolts".
- C. Welded Connections: Visually inspect all shop-welded connections using one of the following:
1. Radiographic testing performed in accordance with ASTM E94/E94M.
  2. Ultrasonic testing performed in accordance with ASTM E164.
  3. Liquid penetrant inspection performed in accordance with ASTM E165/E165M.
  4. Magnetic particle inspection performed in accordance with ASTM E709.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions prior to beginning work.

### **3.02 ERECTION**

- A. Erect joists with correct bearing on supports.
- B. Allow for erection loads. Provide sufficient temporary bracing to maintain framing safe, plumb, and in true alignment.
- C. Coordinate the placement of anchors for securing loose bearing members furnished as part of the work of this section.
- D. After joist alignment and installation of framing, field weld joist seats to steel bearing surfaces.
- E. Install supplementary framing for floor and roof openings greater than 18 inches (450 mm).
- F. Do not permit erection of decking until joists are braced, bridged, and secured or until completion of erection and installation of permanent bridging and bracing.
- G. Do not field cut or alter structural members without approval of joist manufacturer.

### **3.03 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.
- B. High-Strength Bolts: Provide testing and verification of field-bolted connections in accordance with RCSC (HSBOLT) "Specification for Structural Joints Using High-Strength Bolts".
- C. Welded Connections: Visually inspect all field-welded connections using one of the following:
1. Radiographic testing performed in accordance with ASTM E94/E94M.
  2. Ultrasonic testing performed in accordance with ASTM E164.
  3. Liquid penetrant inspection performed in accordance with ASTM E165/E165M.
  4. Magnetic particle inspection performed in accordance with ASTM E709.

**END OF SECTION 052100**



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**SECTION 053100  
STEEL DECKING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Roof deck.
- B. Supplementary framing for openings up to and including 18 inches (450 mm).
- C. Bearing plates and angles.
- D. Stud shear connectors.

**1.02 RELATED REQUIREMENTS**

- A. Section 042000 - Unit Masonry: Placement of anchors for bearing plates embedded in unit masonry assemblies.
- B. Section 051200 - Structural Steel Framing: Support framing for openings larger than 18 inches (450 mm) and shear stud connectors.
- C. Section 051200 - Structural Steel Framing: Placement of embedded steel anchors for bearing plates in cast-in-place concrete.
- D. Section 052100 - Steel Joist Framing: Support framing for openings larger than 18 inches (450 mm) and shear stud connectors.
- E. Section 052100 - Steel Joist Framing: Placement of embedded steel anchors for bearing plates and joist seats in cast-in-place concrete.

**1.03 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- B. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished; 2018.
- C. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021.
- D. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- E. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2018, with Errata (2022).
- F. ICC-ES AC43 - Acceptance Criteria for Steel Deck Roof and Floor Systems; 2022.
- G. ICC-ES AC70 - Acceptance Criteria for Power-Actuated Fasteners Driven into Concrete, Steel and Masonry Elements; 2019, with Editorial Revision (2021).
- H. SDI (DM) - Publication No.30, Design Manual for Composite Decks, Form Decks, and Roof Decks; 2007.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittals procedures.
- B. Product Data: Provide deck profile characteristics, dimensions, structural properties, and finishes.
- C. Shop Drawings: Indicate deck plan, support locations, projections, openings, reinforcement, pertinent details, and accessories.
- D. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.

**1.05 QUALITY ASSURANCE**

- A. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.3/D1.3M and dated no more than 12 months before start of scheduled welding work.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Cut plastic wrap to encourage ventilation.
- B. Separate sheets and store deck on dry wood sleepers; slope for positive drainage.

## **PART 2 PRODUCTS**

### **2.01 STEEL DECK**

- A. Roof Deck: Non-composite type, fluted steel sheet per General Structural Notes

### **2.02 ACCESSORY MATERIALS**

- A. Bearing Plates and Angles: ASTM A36/A36M steel, galvanized per ASTM A123/A123M.
- B. Stud Shear Connectors: Made from ASTM A108 Grade 1015 bars.
- C. Welding Materials: AWS D1.1/D1.1M.
- D. Fasteners: Galvanized hardened steel, self tapping.
- E. Mechanical Fasteners: Steel; hex washer head, self-drilling, self-tapping.
- F. Weld Washers: Mild steel, uncoated, 3/4 inch (19 mm) outside diameter, 1/8 inch (3 mm) thick.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions prior to beginning work.

### **3.02 INSTALLATION**

- A. Erect metal deck in accordance with SDI Design Manual and manufacturer's instructions. Align and level. Provide minimum bearing per General Structural Notes
- B. Fasten deck to steel support members at ends and intermediate supports as indicated, parallel with the deck flute and at each transverse flute using methods specified.
  - 1. Welding: Use fusion welds through weld washers.
  - 2. Place and secure special deep fluted sections for integral concrete bridging.
- C. Drive mechanical sidelap connectors completely through adjacent lapped sheets; positively engage adjacent sheets with minimum three-thread penetration.
- D. Weld deck in accordance with AWS D1.3/D1.3M.
- E. Weld stud shear connectors through steel deck to structural members below.
- F. Immediately after welding deck and other metal components in position, coat welds, burned areas, and damaged surface coating, with touch-up primer.

**END OF SECTION 053100**

**SECTION 054000  
COLD-FORMED METAL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Formed steel stud exterior wall and interior wall framing.
- B. Exterior wall sheathing.
- C. Water-resistive barrier over sheathing.

**1.02 RELATED REQUIREMENTS**

- A. Section 042613 - Masonry Veneer: Veneer masonry supported by wall stud metal framing.
- B. Section 053100 - Steel Decking.
- C. Section 061000 - Rough Carpentry: Wood blocking and miscellaneous framing.

**1.03 REFERENCE STANDARDS**

- A. AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural Members; 2016, with Supplement (2020).
- B. AISI S201 - North American Standard for Cold-Formed Steel Framing - Product Data; 2017.
- C. AISI S240 - North American Standard for Cold-Formed Steel Structural Framing; 2015, with Errata (2020).
- D. ASTM A780/A780M - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings; 2020.
- E. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members; 2015.
- F. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories; 2020.
- G. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2018, with Errata (2022).
- H. ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers; 2016, with Editorial Revision (2021).

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate with work of other sections that is to be installed in or adjacent to metal framing systems, including but not limited to structural anchors, cladding anchors, utilities, insulation, and firestopping.

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on cold-formed steel structural members; include material descriptions and base steel thickness.
- C. Product Data: Provide manufacturer's data on factory-made connectors and mechanical fasteners, showing compliance with requirements.
- D. Product Data: For lateral-force resisting systems, provide product data sheets on hold-down, showing compliance with requirements.
- E. Shop Drawings: Indicate component details, framed openings, bearing, anchorage, loading, welds, and type and location of fasteners, and accessories or items required of related work.
- F. Inspection Reports: Provide material verification Inspection Reports in accordance with requirements of AISI S240.
- G. Inspection Reports: Provide Inspection Reports for welding, mechanical fastening, and cold-formed steel light-frame construction in accordance with requirements of AISI S240.
- H. Manufacturer's Installation Instructions: Provide installation instructions for connectors.

## **1.06 QUALITY ASSURANCE**

- A. See Section 014000 - Quality Requirements for additional requirements.
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.3/D1.3M and dated no more than 12 months before start of scheduled welding work.

## **PART 2 PRODUCTS**

### **2.01 PERFORMANCE REQUIREMENTS**

### **2.02 MATERIALS**

- A. Material and Product Requirements Criteria: AISI S201.
- B. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S240.
  - 1. Structural Grade: As required to meet design criteria.

### **2.03 STRUCTURAL FRAMING COMPONENTS**

- A. Wall Studs and Track Sections: AISI S240; c-shaped studs and u-shaped track sections in stud-matching nominal width and compatible height.
  - 1. Thickness and Depth: As indicated on drawings.
- B. Jamb Studs: AISI S240; manufactured, engineered, c-shaped with wide flanges, designed to replace conventional double-stud framing at openings.
  - 1. Thickness and Depth: As indicated on drawings.
- C. Headers: AISI S240; manufactured, engineered one-member or two-member assemblies, with wide flanges, designed to replace conventional box or nested header framing at openings.
  - 1. Thickness and Depth: As indicated on drawings.
  - 2. Jamb Mounting Clips: Manufacturer's standard.

### **2.04 LATERAL FORCE-RESISTING SYSTEMS**

- A. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S240.

### **2.05 CONNECTIONS**

- A. Performance Requirements: Provide connections in compliance with requirements of AISI S240.
- B. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S240.
- C. Structural Performance: Maintain load and movement capacity required by applicable building code and specified design criteria.
- D. Movement Connections: Provide mechanical anchorage devices that accommodate movement using slotted holes, shouldered screws or screws and anti-friction or stepped bushings, while maintaining structural performance of framing. Provide movement connections where indicated on drawings.

### **2.06 SHEATHING**

### **2.07 ACCESSORIES**

- A. Galvanizing Repair: Touch up bare steel with zinc-rich paint in compliance with ASTM A780/A780M.
- B. Water-Resistive Barrier: ICC-ES AC38 Grade D and 60-minute plastic sheet.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.

### **3.02 PREPARATION**

- A. Structural Wall Foundations: For gaps between wall bottom track and top of foundation 1/4 inch (6.4 mm) or greater, level substrate with loadbearing shims or grout between track and foundation.

**3.03 INSTALLATION - GENERAL**

- A. Install structural members and connections in compliance with ASTM C1007.

**3.04 INSTALLATION OF STUDS**

- A. Install wall studs plumb and level.
- B. Install load-bearing studs full length in one piece. Splicing of studs is not permitted.
- C. Install load-bearing studs; brace, and reinforce to develop full strength and achieve design requirements.

**3.05 INSTALLATION OF WALL SHEATHING**

- A. Install wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using self-tapping screws.
  - 1. Place water-resistive barrier horizontally over wall sheathing, weather lapping edges, and ends.

**3.06 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements, for additional requirements.

**END OF SECTION 054000**

**SECTION 260526  
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section Includes: Grounding systems and equipment.
- B. Section includes grounding systems and equipment, plus the following special applications:
  - 1. Overhead-line grounding.
  - 2. Underground distribution grounding.
  - 3. Ground bonding common with lightning protection system.

**1.03 SUBMITTALS**

- A. Field quality-control reports.

**1.04 QUALITY ASSURANCE**

- A. Comply with NFPA 70 for grounding and bonding of electrical systems.
- B. Comply with UL 467 for grounding and bonding materials and equipment.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

**1.05 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**PART 2 PRODUCTS**

**2.01 CONDUCTORS**

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.

**2.02 CONNECTORS**

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
  - 1. Pipe Connectors: Clamp type, sized for pipe.

- C. All lugs used in the building system shall be rated for copper only.
- D. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- E. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

### **2.03 GROUNDING ELECTRODES**

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet (19 mm by 3 m) in diameter.

## **PART 3 EXECUTION**

### **3.01 APPLICATIONS**

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install two bare tinned-copper conductors, No. 4/0 AWG minimum.
  - 1. Bury at least 36 inches (900 mm) below grade.
  - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.
  - 3. Terminate Grounds at manholes and building.
- C. Isolated Grounding Conductors:
  - 1. Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
  - 1. Install bus on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
  - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.
- E. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
  - 4. Connections to Structural Steel: Welded connectors.
- F. Conduits:
  - 1. All metallic conduits shall be properly grounded and bonded.
  - 2. For the following applications a separate code sized insulated ground conductor (in addition to the equipment grounding conductor), shall be terminated to an insulated/isolated ground buss:
    - a. Conduits serving a 120/208V panels or other feeders.

### **3.02 GROUNDING AT THE SERVICE**

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

### **3.03 GROUNDING SEPARATELY DERIVED SYSTEMS**

- A. Generator: Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor and to the frame of the generator.

### **3.04 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS**

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install two driven ground rods through manhole or handhole floor at opposite corners, close to wall, and set rod depth so 4 inches (100 mm) will



extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 4/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout. Install 4/0 bare copper conductor around entire manhole, ground all connections and ground rods to this conductor. Ground the duct bank ground conductors to this ground ring as well.

- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.
- D. Pad-Mounted Transformers and Switches: Install two ground rods at each pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground duct bank grounding conductors, encased electrode conductors, re-enforcing rebar of equipment pad and other available grounding electrodes.

### 3.05 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- C. HVAC Metallic Duct and Pipe Bonding within secure areas: Bond all metallic ductwork and metallic piping within each secure area with #10CU ground and connect to the nearest available ground bus within the secure room.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- F. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.
- G. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- H. Signal and Communication Equipment: In addition to grounding and bonding required by NFPA 70, provide a separate grounding system complying with requirements in TIA/ATIS J-STD-607-A.
  - 1. For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
  - 2. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch (6.3-by-100-by-300-mm) grounding bus.
  - 3. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

### 3.06 INSTALLATION

- A. Branch Circuits:
  - 1. Raceways used for single or multiple branch circuits shall include a code sized green insulated ground conductor.
  - 2. Circuits used for isolated ground outlets shall be run in separate raceways; or, shall have a separate green insulated ground conductor installed and tagged with identification at all outlet and junction boxes.
- B. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- C. Ground Bonding Common with Existing Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- D. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
  - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- F. Grounding and Bonding for Piping:
  - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
  - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- G. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet (18 m) apart.
- H. Bonding of Exposed Structural Metal: Bond all exposed structural metal that is not grounded to the service equipment enclosure. The points of attachment of the bonding jumpers shall be accessible.
- I. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70; use a minimum of 20 feet (6 m) of bare copper conductor not smaller than No. 2 AWG.
  - 1. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within base of foundation.
  - 2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building's grounding grid

or to grounding electrode external to concrete.

### 3.07 LABELING

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.
- B. Install labels at the telecommunications bonding conductor and grounding equalizer and at the grounding electrode conductor where exposed.
  - 1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

### 3.08 FIELD QUALITY CONTROL

- A. Tests and Inspections:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
    - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    - b. Perform tests by fall-of-potential method according to IEEE 81.
  - 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
  - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
  - 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
  - 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
  - 4. Power Distribution Units or Panelboards Serving 120V or 208V equipment: 3 ohm(s).
  - 5. Substations and Pad-Mounted Equipment: 5 ohms.
  - 6. Manhole Grounds: 10 ohms.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

**END OF SECTION 260526**

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**SECTION 260543  
UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Conduit, ducts, and duct accessories for direct-buried and concrete-encased duct banks, and in single duct runs.
  - 2. Handholes and pull boxes.
  - 3. Manholes.

**1.03 DEFINITION**

- A. RNC: Rigid nonmetallic conduit.

**1.04 SUBMITTALS**

- A. Shop Drawings for Factory-Fabricated Handholes and Pull Boxes Other Than Precast Concrete: Include dimensioned plans, sections, and elevations, and fabrication and installation details, including the following:
  - 1. Duct entry provisions, including locations and duct sizes.
  - 2. Reinforcement details.
  - 3. Frame and cover design and manhole frame support rings.
  - 4. Ladder details.
  - 5. Grounding details.
  - 6. Dimensioned locations of cable rack inserts, pulling-in and lifting irons, and sumps.
  - 7. Joint details.
  - 8. Structural Calculations for Manholes: Submit structural calculations based on the 2012 IBC, stamped and signed by a Structural Engineer in the State of Utah.
- B. Product Data: For the following:
  - 1. Duct-bank materials, including separators and miscellaneous components.
  - 2. Ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
  - 3. Accessories for manholes, handholes, pull boxes, and other utility structures.
  - 4. Warning tape.
  - 5. Warning planks.
- C. Duct-Bank Coordination Drawings: Show duct profiles and coordination with other utilities and underground structures.
  - 1. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.
- D. Product Certificates: For concrete and steel used in precast concrete manholes, pull boxes and handholes, comply with ASTM C 858.
- E. Source quality-control reports.
- F. Field quality-control reports.
- G. ICC Evaluation Reports: For damp-proofing and water-proofing materials, submit ICC evaluation reports to Engineer and DFCM as a deferred submittal.

**1.05 QUALITY ASSURANCE**

- A. Comply with IEEE C2.
- B. Comply with NFPA 70.

### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver ducts to Project site with ends capped. Store nonmetallic ducts with supports to prevent bending, warping, and deforming.
- B. Store precast concrete and other factory-fabricated underground utility structures at Project site as recommended by manufacturer to prevent physical damage. Arrange so identification markings are visible.
- C. Lift and support precast concrete units only at designated lifting or supporting points.

### **1.07 PROJECT CONDITIONS**

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

### **1.08 COORDINATION**

- A. Coordinate layout and installation of ducts, manholes, handholes, and pull boxes with final arrangement of other utilities, site grading, and surface features as determined in the field.
- B. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and pull boxes with final locations and profiles of ducts and duct banks as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations from those indicated as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by Architect.

## **PART 2 PRODUCTS**

### **2.01 CONDUIT**

- A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.
- B. RNC: NEMA TC 2, Type EPC-40-PVC and Type EPC-80-PVC, UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

### **2.02 NONMETALLIC DUCTS AND DUCT ACCESSORIES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AFC Cable Systems.
  - 2. ARNCO Corporation.
  - 3. Beck Manufacturing.
  - 4. Cantex, Inc.
  - 5. CertainTeed Corp.
  - 6. Condux International, Inc.
  - 7. DCX-CHOL Enterprises, Inc.; ELECSYS Division.
  - 8. Electri-Flex Company.
  - 9. IPEX Inc.
  - 10. Lamson & Sessions; Carlon Electrical Products.
  - 11. Manhattan Wire Products; a Belden company.
- B. Duct Accessories:
  - 1. Duct Separators: Factory-fabricated rigid PVC interlocking spacers, sized for type and sizes of ducts with which used, and retained to provide minimum duct spacings indicated while supporting ducts during concreting or backfilling.
  - 2. Warning Tape: Underground-line warning tape specified in Division 26 Section "Identification for Electrical Systems."

### 2.03 PRECAST CONCRETE HANDHOLES AND PULL BOXES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Christy Concrete Products.
  - 2. Cretex Concrete Products West, Inc.; Riverton Division.
  - 3. Elmhurst-Chicago Stone Co.
  - 4. Oldcastle Precast Group.
  - 5. Oldcastle Precast Inc.; Utility Vault Division.
  - 6. Utility Concrete Products, LLC.
  - 7. Wausau Tile Inc.
- B. Comply with ASTM C 858 for design and manufacturing processes.
- C. Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A153 (ASTM A153M) and ASTM A123 (ASTM A123M).
- D. Description: Factory-fabricated, reinforced-concrete, monolithically poured walls and bottom unless open-bottom enclosures are indicated. Frame and cover shall form top of enclosure and shall have load rating consistent with that of handhole or pull box.
  - 1. Frame and Cover: Weatherproof cast-iron frame, with cast-iron cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing stainless-steel bolts.
  - 2. Frame and Cover: Weatherproof steel frame, with hinged steel access door assembly with tamper-resistant, captive, cover-securing stainless-steel bolts.
    - a. Cover Hinges: Concealed, with hold-open ratchet assembly.
    - b. Cover Handle: Recessed.
  - 3. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
  - 4. Cover Legend: Molded lettering, "ELECTRIC" or "TELEPHONE" as required for each service.
  - 5. Configuration: Units shall be designed for flush burial and have closed bottom unless otherwise indicated.
  - 6. Extensions and Slabs: Designed to mate with bottom of enclosure. Same material as enclosure.
    - a. Extension shall provide increased depth of 12 inches (300 mm).
    - b. Slab: Same dimensions as bottom of enclosure, and arranged to provide closure.
  - 7. Windows: Precast openings in walls, arranged to match dimensions and elevations of approaching ducts and duct banks plus an additional 12 inches (300 mm) vertically and horizontally to accommodate alignment variations.
    - a. Windows shall be located no less than 6 inches (150 mm) from interior surfaces of walls, floors, or frames and covers of handholes, but close enough to corners to facilitate racking of cables on walls.
    - b. Window opening shall have cast-in-place, welded wire fabric reinforcement for field cutting and bending to tie in to concrete envelopes of duct banks.
    - c. Window openings shall be framed with at least two additional No. 4 steel reinforcing bars in concrete around each opening.
  - 8. Duct Entrances in Handhole Walls: Cast end-bell or duct-terminating fitting in wall for each entering duct.
    - a. Type and size shall match fittings to duct or conduit to be terminated.
    - b. Fittings shall align with elevations of approaching ducts and be located near interior corners of handholes to facilitate racking of cable.
  - 9. Handholes 12 inches wide by 24 inches long (300 mm wide by 600 mm long) and larger shall have inserts for cable racks and pulling-in irons installed before concrete is poured.

### PART 3 EXECUTION

#### 3.01 CORROSION PROTECTION

- A. Aluminum shall not be installed in contact with earth or concrete.

### 3.02 UNDERGROUND DUCT APPLICATION

- A. Ducts for Electrical Cables over 600 V: RNC, NEMA Type EPC-40-PVC, in concrete-encased duct bank unless otherwise indicated.
- B. Underground Ducts for Telephone, Communications, or Data Utility Service Cables: RNC, NEMA Type EPC-40-PVC, in concrete-encased duct bank unless otherwise indicated.

### 3.03 UNDERGROUND ENCLOSURE APPLICATION

- A. Handholes and Pull Boxes for 600 V and Less:
  - 1. Units in Roadways and Other Deliberate Traffic Paths: Precast concrete. AASHTO HB 17, H-20 structural load rating.
  - 2. Units in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Precast concrete, AASHTO HB 17, H-20 structural load rating.
  - 3. Units in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Precast concrete, AASHTO HB 17, H-10 structural load rating.
- B. Manholes:
  - 1. Units Located in Roadways and Other Deliberate Traffic Paths by Heavy or Medium Vehicles: H-20 structural load rating according to AASHTO HB 17.
  - 2. Units Not Located in Deliberate Traffic Paths by Heavy or Medium Vehicles: H-10 load rating according to AASHTO HB 17.
  - 3. All new manholes shall be pre-cast concrete units. Where pre-cast cannot be used due to restricted site access or other obstructions, then cast-in-place manholes may be used, however, contractor shall submit shop drawings and design along with structural calculations stamped by a Structural Engineer for review.

### 3.04 EARTHWORK

- A. Excavation and Backfill: Comply with Division 31 Section "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restore surface features at areas disturbed by excavation and reestablish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Division 32 Sections "Turf and Grasses" and "Plants."
- D. Cut and patch existing pavement in the path of underground ducts and utility structures according to Division 01 Section "Cutting and Patching."

### 3.05 DUCT INSTALLATION

- A. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes to drain in both directions.
- B. Curves and Bends: Use 5-degree angle couplings for small changes in direction. For turns greater than 30 degrees use manufactured wrapped rigid metal long sweep bends with a minimum radius of 48 inches (1220 mm), both horizontally and vertically, at other locations unless otherwise indicated.
- C. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- D. Duct Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately 10 inches (250 mm) o.c. for 5-inch (125-mm) ducts, and vary proportionately for other duct sizes.
  - 1. Begin change from regular spacing to end-bell spacing 10 ft. (3 m) from the end bell without reducing duct line slope and without forming a trap in the line.
  - 2. Grout end bells into structure walls from both sides to provide watertight entrances.



- E. Building Wall and Manhole Penetrations: Make a transition from underground duct to rigid steel conduit, wrapped in PVC tape at least 10 ft. (3 m) outside the building wall without reducing duct line slope away from the building and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition. Terminate with flush bell ends. Install conduit penetrations of building walls as specified in Division 26 Section "Common Work Results for Electrical."
- F. Sealing: Provide temporary closure at terminations of ducts that have cables pulled with Sika "Sikadur Combiflex" sealing system or prior approved equal. Seal spare ducts at terminations with UL approved plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure and seal with silicon sealant.
- G. After installation of duct bank, pull a mandrel through each duct to ensure that no debris has collected in the duct. Then install pull cord and label at each end with date installed. Install a plastic conduit plug at each end of the rope and seal the plugs to each end of all unused conduits with silicone sealant.
- H. Pulling Cord: Install 2500-lb- mule tape with lineal footage markings in ducts, including spares.
- I. Concrete-Encased Ducts: Support ducts on duct separators.
  - 1. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts, with not less than 4 spacers per 20 ft. (6 m) of duct. Secure separators to earth and to ducts to prevent floating during concreting. Stagger separators approximately 6 inches (150 mm) between tiers. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
  - 2. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.
    - a. Start at one end and finish at the other, allowing for expansion and contraction of ducts as their temperature changes during and after the pour. Use expansion fittings installed according to manufacturer's written recommendations, or use other specific measures to prevent expansion-contraction damage.
    - b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (19-mm) reinforcing rod dowels extending 18 inches (450 mm) into concrete on both sides of joint near corners of envelope.
  - 3. Pouring Concrete: Spade concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Use a plank to direct concrete down sides of bank assembly to trench bottom. Allow concrete to flow to center of bank and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-bank application.
  - 4. Mix red dye in concrete..
  - 5. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
  - 6. Minimum Space between Ducts: 4 inches (100 mm) between ducts and exterior envelope wall, 3 inches (75 mm) between ducts for like services, and 24 inches (300 mm) between power and signal ducts.
  - 7. Depth, 600V and Below: Install top of duct bank at least 24 inches (600 mm) below finished grade in areas not subject to deliberate traffic, and at least 30 inches (750 mm) below finished grade in deliberate traffic paths for vehicles unless otherwise indicated.
  - 8. Depth, Above 600V: Install top of duct bank at least 36 inches (1200 mm) below finished grade unless otherwise indicated.
  - 9. Stub-Ups: Use manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
    - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
    - b. Stub-Ups to Equipment: For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of base. Install insulated grounding bushings on terminations at equipment.

10. Warning Ribbon: Bury yellow metallic locator ribbon directly above centerline of duct bank 12" below finished grade.

### **3.06 INSTALLATION OF CONCRETE MANHOLES, HANDHOLES, AND PULL BOXES**

- A. Precast Concrete Handhole and Manhole Installation:
  1. Comply with ASTM C 891 unless otherwise indicated.
  2. Install units level and plumb and with orientation and depth coordinated with connecting ducts to minimize bends and deflections required for proper entrances.
  3. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1-inch (25-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- B. Elevations:
  1. Install handholes with bottom below the frost line, below grade.
  2. Handhole Covers: In paved areas and trafficways, set surface flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
  3. Where indicated, cast handhole cover frame integrally with handhole structure.
- C. Drainage: Provide the following and coordinate with rock sump provided under manhole floor.
  1. Install grate drains in bottom of manholes where indicated.
  2. Install full size drain connection to entry hatch 1-1/2" welded drain couplings.
- D. Manhole Access: Circular opening in manhole roof; sized to match cover size.
  1. Manholes with Fixed Ladders: Offset access opening from manhole centerlines to align with ladder.
  2. Install chimney, constructed of precast concrete collars and rings to support frame and cover and to connect cover with manhole roof opening. Provide moisture-tight masonry joints and waterproof grouting for cast-iron frame to chimney.
- E. Waterproofing: After ducts have been connected and grouted, and before backfilling, waterproof openings, penetrations, joints and connections and touch up abrasions and scars. Waterproof exterior of manhole chimneys after mortar has cured at least three days.
  1. Waterproof joints, connections and openings with "Sikadur Combiflex" sealing system.
  2. For new manholes: Apply damp proofing to entire manhole with Henry HE 789 damp proof coating or equivalent. Coordinate first paragraph below with Drawings. Delete second option if nonmetallic cable racks are specified.
- F. Hardware: Install removable hardware, including pulling eyes, cable stanchions, and cable arms, and insulators, as required for installation and support of cables and conductors and as indicated.
- G. Fixed Manhole Ladders: Arrange to provide for safe entry with maximum clearance from cables and other items in manholes.
- H. Field-Installed Bolting Anchors in Manholes and Concrete Handholes: Do not drill deeper than 3-7/8 inches (98 mm) for manholes and 2 inches (50 mm) for handholes, for anchor bolts installed in the field. Use a minimum of two anchors for each cable stanchion.
- I. Warning Sign: Install "Confined Space Hazard" warning sign on the inside surface of each manhole cover.

### **3.07 GROUNDING**

- A. Ground underground ducts and utility structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."

### **3.08 FIELD QUALITY CONTROL**

- A. Perform the following tests and inspections:
  1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
  2. Pull aluminum or wood test mandrel through duct to prove joint integrity and test for out-of-round duct. Test mandrel shall be not less than 12 inches long, and diameter shall not be less than 80 percent fill of duct. If obstructions are indicated, remove obstructions and

retest.

3. Test manhole and handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Division 26 Section "Grounding and Bonding for Electrical Systems."
- B. Correct deficiencies and retest as specified above to demonstrate compliance.
- C. Prepare test and inspection reports.

**3.09 CLEANING**

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

**END OF SECTION 260543**

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**SECTION 260574  
OVERCURRENT PROTECTIVE DEVICE AND ARC-FLASH STUDY**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section includes a computer-based, arc-flash study to determine the arc-flash hazard distance and the incident energy to which personnel could be exposed during work on or near electrical equipment.
- B. Section includes computer-based, overcurrent protective device coordination studies to determine overcurrent protective devices and to determine overcurrent protective device settings for selective tripping.
  - 1. Study results shall be used to determine coordination of series-rated devices.

**1.03 DEFINITIONS**

- A. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- B. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- C. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- D. SCCR: Short-circuit current rating.
- E. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.

**1.04 ACTION SUBMITTALS**

- A. Product Data: For computer software program to be used for studies.
  - 1. Coordination-study input data, including completed computer program input data sheets.
  - 2. Study and equipment evaluation reports.
  - 3. Overcurrent protective device coordination study report; signed, dated, and sealed by a qualified professional engineer.
  - 4. Arc-flash study input data, including completed computer program input data sheets.
  - 5. Arc-flash study report; signed, dated, and sealed by a qualified professional engineer.
    - a. Submit study report for action prior to receiving final approval of the distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that the selection of devices and associated characteristics is satisfactory.

**1.05 INFORMATIONAL SUBMITTALS**

- A. Product Certificates: For arc-flash hazard analysis software, certifying compliance with IEEE 1584 and NFPA 70E.

**1.06 CLOSEOUT SUBMITTALS**

- A. Maintenance procedures according to requirements in NFPA 70E shall be provided in the equipment manuals.
- B. Operation and Maintenance Procedures: In addition to items specified in Section 017823 "Operation and Maintenance Data," provide maintenance procedures for use by Owner's personnel that comply with requirements in NFPA 70E.
  - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

- a. The following parts from the Protective Device Coordination Study Report:
  - 1) One-line diagram.
  - 2) Protective device coordination study.
  - 3) Time-current coordination curves.
- b. Power system data.

### **1.07 QUALITY ASSURANCE**

- A. Studies shall use computer programs that are distributed nationally and are in wide use. Software algorithms shall comply with requirements of standards and guides specified in this Section. Manual calculations are unacceptable.
- B. Study Software Developer Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
  1. The computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.
- C. Study Specialist Qualifications: Professional engineer in charge of performing the study, analyzing the arc flash, and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.
- D. Field Adjusting Agency Qualifications: An independent agency, with the experience and capability to adjust overcurrent devices and to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

### **1.08 REFERENCE STANDARDS**

- A. IEEE 241 - IEEE Recommended Practice for Electric Power Systems in Commercial Buildings; 1990 (Reaffirmed 1997).
- B. IEEE 551 - IEEE Recommended Practice for Calculating Short-Circuit Currents in Industrial and Commercial Power Systems; 2006.

## **PART 2 PRODUCTS**

### **2.01 COMPUTER SOFTWARE DEVELOPERS**

- A. Software Developers: Subject to compliance with requirements, provide software by the following:
  1. SKM Systems Analysis, Inc.
- B. Comply with IEEE 1584 and NFPA 70E.
- C. Comply with IEEE 242 and IEEE 399.
- D. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- E. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output. Computer software program shall report device settings and ratings of all overcurrent protective devices and shall demonstrate selective coordination by computer-generated, time-current coordination plots.
  1. Optional Features:
    - a. Arcing faults.
    - b. Simultaneous faults.
    - c. Explicit negative sequence.
    - d. Mutual coupling in zero sequence.

### **2.02 SHORT-CIRCUIT STUDY REPORT CONTENT**

- A. Executive summary.

- B. Study descriptions, purpose, basis and scope.
- C. One-line diagram, showing the following:
  - 1. Protective device designations and ampere ratings.
  - 2. Cable size and lengths.
  - 3. Transformer kilovolt ampere (kVA) and voltage ratings.
  - 4. Motor and generator designations and kVA ratings.
  - 5. Switchgear, switchboard, motor-control center and panelboard designations.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Short-Circuit Study Output:
  - 1. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
    - a. Voltage.
    - b. Calculated symmetrical fault-current magnitude and angle.
    - c. Fault-point X/R ratio.
    - d. No AC Decrement (NACD) ratio.
    - e. Equivalent impedance.
    - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
    - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.
- F. Incident Energy and Flash Protection Boundary Calculations:
  - 1. Arcing fault magnitude.
  - 2. Protective device clearing time.
  - 3. Duration of arc.
  - 4. Arc-flash boundary.
  - 5. Working distance.
  - 6. Incident energy.
  - 7. Hazard risk category.
  - 8. Recommendations for arc-flash energy reduction.
- G. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of the computer printout.

### **2.03 PROTECTIVE DEVICE COORDINATION STUDY REPORT CONTENTS**

- A. Executive summary.
- B. Study descriptions, purpose, basis and scope. Include case descriptions, definition of terms and guide for interpretation of the computer printout.
- C. One-line diagram, showing the following:
  - 1. Protective device designations and ampere ratings.
  - 2. Cable size and lengths.
  - 3. Transformer kilovolt ampere (kVA) and voltage ratings.
  - 4. Motor and generator designations and kVA ratings.
  - 5. Switchgear, switchboard, motor-control center, and panelboard designations.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Short-Circuit Study:
  - 1. Low-Voltage Fault Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
    - a. Voltage.
    - b. Calculated fault-current magnitude and angle.
    - c. Fault-point X/R ratio.
    - d. Equivalent impedance.
  - 2. Momentary Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
    - a. Voltage.

- b. Calculated symmetrical fault-current magnitude and angle.
    - c. Fault-point X/R ratio.
    - d. Calculated asymmetrical fault currents:
      - 1) Based on fault-point X/R ratio.
      - 2) Based on calculated symmetrical value multiplied by 1.6.
      - 3) Based on calculated symmetrical value multiplied by 2.7.
  3. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
    - a. Voltage.
    - b. Calculated symmetrical fault-current magnitude and angle.
    - c. Fault-point X/R ratio.
    - d. No AC Decrement (NACD) ratio.
    - e. Equivalent impedance.
    - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
    - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.
- F. Protective Device Coordination Study:
  1. Report recommended settings of protective devices, ready to be applied in the field. Use manufacturer's data sheets for recording the recommended setting of overcurrent protective devices when available.
    - a. Phase and Ground Relays:
      - 1) Device tag.
      - 2) Relay current transformer ratio and tap, time dial, and instantaneous pickup value.
      - 3) Recommendations on improved relaying systems, if applicable.
    - b. Circuit Breakers:
      - 1) Adjustable pickups and time delays (long time, short time, ground).
      - 2) Adjustable time-current characteristic.
      - 3) Adjustable instantaneous pickup.
      - 4) Recommendations on improved trip systems, if applicable.
    - c. Fuses: Show current rating, voltage, and class.
- G. Time-Current Coordination Curves: Determine settings of overcurrent protective devices to achieve selective coordination. Graphically illustrate that adequate time separation exists between devices installed in series, including power utility company's upstream devices. Prepare separate sets of curves for the switching schemes and for emergency periods where the power source is local generation. Show the following information:
  1. Device tag and title, one-line diagram with legend identifying the portion of the system covered.
  2. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which the device is exposed.
  3. Identify the device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
  4. Plot the following listed characteristic curves, as applicable:
    - a. Power utility's overcurrent protective device.
    - b. Medium-voltage equipment overcurrent relays.
    - c. Medium- and low-voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands.
    - d. Low-voltage equipment circuit-breaker trip devices, including manufacturer's tolerance bands.
    - e. Transformer full-load current, magnetizing inrush current, and ANSI through-fault protection curves.
    - f. Cables and conductors damage curves.
    - g. Ground-fault protective devices.
    - h. Motor-starting characteristics and motor damage points.



- i. Generator short-circuit decrement curve and generator damage point.
- j. The largest feeder circuit breaker in each motor-control center and panelboard.
5. Series rating on equipment allows the application of two series interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Both devices share in the interruption of the fault and selectivity is sacrificed at high fault levels. Maintain selectivity for tripping currents caused by overloads.
6. Provide adequate time margins between device characteristics such that selective operation is achieved.
7. Comments and recommendations for system improvements.

#### **2.04 ARC-FLASH WARNING LABELS**

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems." Produce a 3.5-by-5-inch (76-by-127-mm) thermal transfer label of high-adhesion polyester for each work location included in the analysis.
- B. The label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:
  1. Location designation.
  2. Nominal voltage.
  3. Flash protection boundary.
  4. Hazard risk category.
  5. Incident energy.
  6. Working distance.
  7. Engineering report number, revision number, and issue date.
- C. Labels shall be machine printed, with no field-applied markings.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Examine Project overcurrent protective device submittals. Proceed with arc-flash study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to arc-flash study may not be used in study.

#### **3.02 SHORT-CIRCUIT STUDY**

- A. Perform study following the general study procedures contained in IEEE 399.
- B. Calculate short-circuit currents according to IEEE 551.
- C. Base study on the device characteristics supplied by device manufacturer.
- D. The extent of the electrical power system to be studied is indicated on Drawings.
- E. Begin analysis at the service, extending down to the system overcurrent protective devices as follows:
  1. To normal system low-voltage load buses where fault current is 10 kA or less.
  2. Exclude equipment rated 240-V ac or less when supplied by a single transformer rated less than 125 kVA.
- F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Include studies of system-switching configurations and alternate operations that could result in maximum fault conditions.
- G. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems.
- H. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and single line-to-ground fault at each of the following:
  1. Electric utility's supply termination point.
  2. Switchgear.
  3. Unit substation primary and secondary terminals.

4. Low-voltage switchgear.
5. Motor-control centers.
6. Standby generators and automatic transfer switches.
7. Branch circuit panelboards.

### 3.03 PROTECTIVE DEVICE COORDINATION STUDY

- A. Comply with IEEE 242 for calculating short-circuit currents and determining coordination time intervals.
- B. Comply with IEEE 399 for general study procedures.
- C. The study shall be based on the device characteristics supplied by device manufacturer.
- D. The extent of the electrical power system to be studied is indicated on Drawings.
- E. Begin analysis at the service, extending down to the system overcurrent protective devices as follows:
  1. To normal system low-voltage load buses where fault current is 10 kA or less.
  2. Exclude equipment rated 240-V ac or less when supplied by a single transformer rated less than 125 kVA.
- F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.
- G. Transformer Primary Overcurrent Protective Devices:
  1. Device shall not operate in response to the following:
    - a. Inrush current when first energized.
    - b. Self-cooled, full-load current or forced-air-cooled, full-load current, whichever is specified for that transformer.
    - c. Permissible transformer overloads according to IEEE C57.96 if required by unusual loading or emergency conditions.
  2. Device settings shall protect transformers according to IEEE C57.12.00, for fault currents.
- H. Motor Protection:
  1. Select protection for low-voltage motors according to IEEE 242 and NFPA 70.
  2. Select protection for motors served at voltages more than 600 V according to IEEE 620.
- I. Conductor Protection: Protect cables against damage from fault currents according to ICEA P-32-382, ICEA P-45-482, and protection recommendations in IEEE 242. Demonstrate that equipment withstands the maximum short-circuit current for a time equivalent to the tripping time of the primary relay protection or total clearing time of the fuse. To determine temperatures that damage insulation, use curves from cable manufacturers or from listed standards indicating conductor size and short-circuit current.
- J. Generator Protection: Select protection according to manufacturer's written recommendations and to IEEE 242.
- K. The calculations shall include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and shall apply to low- and medium-voltage, three-phase ac systems. The calculations shall also account for the fault-current dc decrement, to address the asymmetrical requirements of the interrupting equipment.
  1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.
- L. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and single line-to-ground fault at each of the following:
  1. Electric utility's supply termination point.
  2. Switchgear.
  3. Unit substation primary and secondary terminals.
  4. Low-voltage switchgear.
  5. Motor-control centers.
  6. Standby generators and automatic transfer switches.

7. Branch circuit panelboards.
- M. Protective Device Evaluation:
  1. Evaluate equipment and protective devices and compare to short-circuit ratings.
  2. Adequacy of switchgear, motor-control centers, and panelboard bus bars to withstand short-circuit stresses.
  3. Any application of series-rated devices shall be recertified, complying with requirements in NFPA 70.

### **3.04 LOAD-FLOW AND VOLTAGE-DROP STUDY**

- A. Perform a load-flow and voltage-drop study to determine the steady-state loading profile of the system. Analyze power system performance two times as follows:
  1. Determine load-flow and voltage drop based on full-load currents obtained in "Power System Data" Article.
  2. Determine load-flow and voltage drop based on 80 percent of the design capacity of the load buses.
  3. Prepare the load-flow and voltage-drop analysis and report to show power system components that are overloaded, or might become overloaded; show bus voltages that are less than as prescribed by NFPA 70.

### **3.05 POWER SYSTEM DATA**

- A. Obtain all data necessary for the analysis.
  1. Verify completeness of data supplied on the one-line diagram on Drawings. Call discrepancies to the attention of Architect.
  2. For new equipment, use characteristics submitted under the provisions of action submittals and information submittals for this Project.
  3. For existing equipment, whether or not relocated, obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers.
- B. Gather and tabulate the following input data to support coordination study. Comply with recommendations in IEEE 1584, IEEE 241, IEEE 551, and NFPA 70E as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under the direct supervision and control of the engineer in charge of performing the study, and shall be by the engineer or its representative who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
  1. Product Data for overcurrent protective devices specified in other Sections and involved in overcurrent protective device coordination studies. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
  2. Obtain electrical power utility impedance at the service.
  3. Power sources and ties.
  4. For transformers, include kVA, primary and secondary voltages, connection type, impedance, X/R ratio, taps measured in per cent, and phase shift.
  5. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip and available range of settings, SCCR, current rating, and breaker settings.
  6. Generator short-circuit current contribution data, including short-circuit reactance, rated kVA, rated voltage, and X/R ratio.
  7. Busway manufacturer and model designation, current rating, impedance, lengths, and conductor material.
  8. Motor horsepower and NEMA MG 1 code letter designation.
  9. Low-voltage cable sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic).
  10. Short-circuit current at each system bus, three phase and line-to-ground.
  11. Full-load current of all loads.
  12. Voltage level at each bus.

13. Maximum demands from service meters.
14. Medium-voltage cable sizes, lengths, conductor material, and cable construction and metallic shield performance parameters.
15. Data sheets to supplement electrical distribution system diagram, cross-referenced with tag numbers on diagram, showing the following:
  - a. Special load considerations, including starting inrush currents and frequent starting and stopping.
  - b. Transformer characteristics, including primary protective device, magnetic inrush current, and overload capability.
  - c. Motor full-load current, locked rotor current, service factor, starting time, type of start, and thermal-damage curve.
  - d. Generator thermal-damage curve.
  - e. Ratings, types, and settings of utility company's overcurrent protective devices.
  - f. Special overcurrent protective device settings or types stipulated by utility company.
  - g. Time-current-characteristic curves of devices indicated to be coordinated.
  - h. Manufacturer, frame size, interrupting rating in amperes rms symmetrical, ampere or current sensor rating, long-time adjustment range, short-time adjustment range, and instantaneous adjustment range for circuit breakers.
  - i. Manufacturer and type, ampere-tap adjustment range, time-delay adjustment range, instantaneous attachment adjustment range, and current transformer ratio for overcurrent relays.
  - j. Panelboards, switchboards, motor-control center ampacity, and SCCR in amperes rms symmetrical.
  - k. Identify series-rated interrupting devices for a condition where the available fault current is greater than the interrupting rating of the downstream equipment. Obtain device data details to allow verification that series application of these devices complies with NFPA 70 and UL 489 requirements.

### **3.06 FIELD ADJUSTING**

- A. Adjust relay and protective device settings according to the recommended settings provided by the coordination study. Field adjustments shall be completed by the engineering service division of the equipment manufacturer under the Startup and Acceptance Testing contract portion.
- B. Make minor modifications to equipment as required to accomplish compliance with short-circuit and protective device coordination studies.
- C. Testing and adjusting shall be by a full-time employee of the Field Adjusting Agency, who holds NETA ETT Level III certification or NICET Electrical Power Testing Level III certification.
  1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters. Perform NETA tests and inspections for all adjustable overcurrent protective devices.

### **3.07 ARC-FLASH HAZARD ANALYSIS**

- A. Comply with NFPA 70E and its Annex D for hazard analysis study.
- B. Use the short-circuit study output and the field-verified settings of the overcurrent devices.
- C. Calculate maximum and minimum contributions of fault-current size.
  1. The minimum calculation shall assume that the utility contribution is at a minimum and shall assume no motor load.
  2. The maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.
- D. Calculate the arc-flash protection boundary and incident energy at locations in the electrical distribution system where personnel could perform work on energized parts.
- E. Include medium- and low-voltage equipment locations, except 240-V ac and 208-V ac systems fed from transformers less than 125 kVA.

- F. Safe working distances shall be specified for calculated fault locations based on the calculated arc-flash boundary, considering incident energy of 1.2 cal/sq.cm.
- G. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented as follows:
  - 1. Fault contribution from induction motors should not be considered beyond three to five cycles.
  - 2. Fault contribution from synchronous motors and generators should be decayed to match the actual decrement of each as closely as possible (e.g., contributions from permanent magnet generators will typically decay from 10 per unit to three per unit after 10 cycles).
- H. Arc-flash computation shall include both line and load side of a circuit breaker as follows:
  - 1. When the circuit breaker is in a separate enclosure.
  - 2. When the line terminals of the circuit breaker are separate from the work location.
- I. Base arc-flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

### **3.08 LABELING**

- A. Apply one arc-flash label for 600-V ac, 480-V ac, and applicable 208-V ac panelboards and disconnects and for each of the following locations:
  - 1. Motor-control center.
  - 2. Low-voltage switchboard.
  - 3. Switchgear.
  - 4. Medium-voltage switch.
  - 5. Control panel.

### **3.09 APPLICATION OF WARNING LABELS**

- A. Install the arc-fault warning labels under the direct supervision and control of the Arc-Flash Study Specialist.

### **3.10 DEMONSTRATION**

- A. Engage the Study Specialist to train Owner's maintenance personnel in the potential arc-flash hazards associated with working on energized equipment and the significance of the arc-flash warning labels.
- B. Engage the Study Specialist to train Owner's maintenance personnel in the following:
  - 1. Acquaint personnel in the fundamentals of operating the power system in normal and emergency modes.
  - 2. Hand-out and explain the objectives of the coordination study, study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpreting the time-current coordination curves.
  - 3. Adjust, operate, and maintain overcurrent protective device settings.

**END OF SECTION 260574**

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## **SECTION 262413 SWITCHBOARDS**

### **PART 1 GENERAL**

#### **1.01 RELATED DOCUMENTS**

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

#### **1.02 SUMMARY**

- A. Section Includes:
  - 1. Service and distribution switchboards rated 600 V and less.
  - 2. Transient voltage suppression devices, factory installed.
  - 3. Disconnecting and overcurrent protective devices.
  - 4. Instrumentation.
  - 5. Control power.
  - 6. Accessory components and features.
  - 7. Identification.
- B. Related Sections include the following:
  - 1. Division 26 Section "Transient Voltage Suppression for Low-Voltage Electrical Power Circuits " for TVSS units that are factory-installed in switchboards.
  - 2. Division 26 Section "Electricity Metering" for metering units that are installed in switchboards.

#### **1.03 PERFORMANCE REQUIREMENTS**

- A. Seismic Performance: Switchboards shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.
  - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

#### **1.04 SUBMITTALS**

- A. Product Data: For each type of switchboard, overcurrent protective device, transient voltage suppression device, ground-fault protector, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
- B. Shop Drawings: For each switchboard and related equipment.
  - 1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings.
  - 2. Detail enclosure types for types other than NEMA 250, Type 1.
  - 3. Detail bus configuration, current, and voltage ratings.
  - 4. Detail short-circuit current rating of switchboards and overcurrent protective devices.
  - 5. Include descriptive documentation of optional barriers specified for electrical insulation and isolation.
  - 6. Detail utility company's metering provisions with indication of approval by utility company.
  - 7. Include evidence of NRTL listing for series rating of installed devices.
  - 8. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
  - 9. Include time-current coordination curves for each type and rating of overcurrent protective device included in switchboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.
  - 10. Include schematic and wiring diagrams for power, signal, and control wiring.
- C. Seismic Qualification Certificates: Submit certification that switchboards, overcurrent protective devices, accessories, and components will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Field Quality-Control Reports:
1. Test procedures used.
  2. Test results that comply with requirements.
  3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- E. Operation and Maintenance Data: For switchboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
1. Routine maintenance requirements for switchboards and all installed components.
  2. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
  3. Time-current coordination curves for each type and rating of overcurrent protective device included in switchboards. Submit on translucent log-log graph paper; include selectable ranges for each type of overcurrent protective device.

#### **1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: An employer of workers qualified as defined in NEMA PB 2.1 and trained in electrical safety as required by NFPA 70E.
- B. Source Limitations: Obtain switchboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for switchboards including clearances between switchboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Comply with NEMA PB 2.
- F. Comply with NFPA 70.
- G. Comply with UL 891.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver switchboards in sections or lengths that can be moved past obstructions in delivery path.
- B. Remove loose packing and flammable materials from inside switchboards and to prevent condensation.
- C. Handle and prepare switchboards for installation according to NEMA PB 2.1.
- D. Store switchboard indoors in clean dry space with uniform temperature to prevent condensation. Protect switchboard from exposure to dirt, fumes, water, corrosive substances, and physical damage.
- E. Furnishing contractor is responsible for the turning over of equipment to the installing contractor. This entails timely communication and availability for exchange of ownership. A visual inspection and pictures shall be taken at the time of release by both parties demonstrating the equipment condition. The installing contractor shall provide pictures, from the time of transfer, to the furnishing contractor and engineer for documentation. The contractor shall conduct any tests within 2 business days of receiving the equipment and provide all results to the furnishing contractor and engineer for documentation.



### 1.07 PROJECT CONDITIONS

- A. Installation Pathway: Remove and replace access fencing, doors, lift-out panels, and structures to provide pathway for moving switchboards into place.
- B. Environmental Limitations:
  - 1. Do not deliver or install switchboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above switchboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
  - 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
    - a. Ambient Temperature: Not exceeding 104 deg F (40 deg C).
    - b. Altitude: Not exceeding 6600 feet (2000 m).
- C. Service Conditions: NEMA PB 2, usual service conditions, as follows:
  - 1. Ambient temperatures within limits specified.
  - 2. Altitude not exceeding 6600 feet (2000 m).
- D. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
  - 1. Notify Engineer and Owner no fewer than seven days in advance of proposed interruption of electric service.
  - 2. Indicate method of providing temporary electric service.
  - 3. Do not proceed with interruption of electric service without Owner's written permission.
  - 4. Comply with NFPA 70E.

### 1.08 COORDINATION

- A. Coordinate layout and installation of switchboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces.
- B. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- C. Coordinate with work of other trades so that piping, ductwork or any equipment foreign to the electrical installation is not located directly above switchboards.
- D. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases.

### 1.09 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Potential Transformer Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two of each size and type.
  - 2. Control-Power Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two of each size and type.
  - 3. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
  - 4. Indicating Lights: Equal to 10 percent of quantity installed for each size and type, but no fewer than one of each size and type.

## PART 2 PRODUCTS

### 2.01 PROCUREMENT

- A. Furnishing contractor is in the process of procuring the equipment.

### 2.02 IDENTIFICATION

- A. Service Equipment Label: NRTL labeled for use as service equipment for switchboards with one or more service disconnecting and overcurrent protective devices.

## **PART 3 EXECUTION**

### **3.01 APPLICATION**

- A. Circuit Breaker Types:
  - 1. Circuit Breakers 400A and larger: Solid-state, adjustable with LSI adjustments. For 480V circuit breakers 1000A and larger provide LSI adjustments.
  - 2. Circuit Breakers less than 400A: Molded case with instantaneous adjustments.

### **3.02 EXAMINATION**

- A. Receive, inspect, handle, and store switchboards according to NEMA PB 2.1.
- B. Examine switchboards before installation. Reject switchboards that are moisture damaged or physically damaged.
- C. Examine elements and surfaces to receive switchboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.03 INSTALLATION**

- A. Install switchboards and accessories according to NEMA PB 2.1.
- B. Equipment Mounting: Install switchboards on concrete base, 4-inch (100-mm) nominal thickness. Comply with requirements for concrete base specified in Division 03 Section "Cast-in-Place Concrete."
  - 1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of concrete base.
  - 2. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
  - 3. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 4. Install anchor bolts to elevations required for proper attachment to switchboards.
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from switchboard units and components.
- D. Comply with mounting and anchoring requirements specified in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- E. Operating Instructions: Frame and mount the printed basic operating instructions for switchboards, including control and key interlocking sequences and emergency procedures. Fabricate frame of finished wood or metal and cover instructions with clear acrylic plastic. Mount on front of switchboards.
- F. Install filler plates in unused spaces of panel-mounted sections.
- G. Install overcurrent protective devices, transient voltage suppression devices, and instrumentation.
  - 1. Set field-adjustable switches and circuit-breaker trip ranges.
- H. Install spare-fuse cabinet [within the vicinity of the building main switchboard.].
- I. Comply with NECA 1.

### **3.04 IDENTIFICATION**

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
- B. Switchboard Nameplates: Label each switchboard compartment with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
- C. Device Nameplates: Label each disconnecting and overcurrent protective device and each meter and control device mounted in compartment doors with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical

Systems."

### **3.05 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each switchboard bus, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
- D. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
  - 3. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Switchboard will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies switchboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

### **3.06 ADJUSTING**

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as indicated.

### **3.07 PROTECTION**

- A. Temporary Heating: Apply temporary heat, to maintain temperature according to manufacturer's written instructions, until switchboard is ready to be energized and placed into service.

### **3.08 DEMONSTRATION**

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain switchboards, overcurrent protective devices, instrumentation, and accessories, and to use and reprogram microprocessor-based trip, monitoring, and communication units.

**END OF SECTION 262413**

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**SECTION 262713  
ELECTRICITY METERING**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Electricity meters.
- B. Meters shall be connected to the Building Automation System (BAS) utilizing modbus protocol for building wide metering in compliance with the Utah State High Performance Building Standard requirements.

**1.03 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Dimensioned plans and sections or elevation layouts and wiring diagrams.

**1.04 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.

**1.05 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
  - 1. Application and operating software documentation.
  - 2. Software licenses.
  - 3. Software service agreement.
  - 4. Hard copies of manufacturer's operating specifications, design user's guides for software and hardware, and PDF files on CD-ROM of the hard-copy Submittal.

**1.06 QUALITY ASSURANCE**

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

**1.07 SOFTWARE SERVICE AGREEMENT**

- A. Technical Support: Beginning with Substantial Completion, provide software support for two years.
- B. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system. Upgrade shall include new or revised licenses for use of software.
  - 1. Provide 30 days' notice to Owner to allow scheduling and access to system and to allow Owner to upgrade his computer equipment if necessary.

**1.08 REFERENCE STANDARDS**

- A. IEEE C37.90 - IEEE Standard for Relays and Relay Systems Associated with Electric Power Apparatus; 2005 (Reaffirmed 2011).
- B. Modbus - The Modbus Organization Communications Protocol.; Latest Update.

**PART 2 PRODUCTS**

**2.01 ELECTRICITY METERS**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the following or prior approved equal.
  - 1. Schweitzer Engineering Laboratories (SEL) SEL-734 or SEL-735 Power Quality Meter
- B. General Requirements for Electricity Meters:

1. Comply with UL 1244.
  2. Meters shall meet or exceed accuracy in compliance with ANSI C12.20.
  3. The meter shall support 3-Element Wye, 2.5 Element Wye, 2 Element Delta, 4 wire Delta systems.
  4. The meter shall accept universal voltage input.
  5. Meter shall be designed for operation with 60 HZ system.
  6. The meter's surge withstand shall conform to IEEE C37.90.1.
  7. The meter shall be user programmable for voltage range to any PT ratio.
  8. The meter shall accept a burden up to 0.36VA per phase, Max at 600V, and 0.014VA at 120 Volts.
  9. The meter shall accept a voltage input range of up to 300 Volts Line to Neutral, and up to 520 Volts Line to Line.
  10. The meter shall accept a current reading of up to 11 Amps continuous.
  11. The meter shall have color-coordinated voltage and current inputs.
  12. The meter shall have a phasor diagram that clearly shows wiring status.
  13. Enclosure: Type 1 where enclosure is required. Meter shall be installed integral with switchboard or panelboard wherever possible.
  14. Identification: Comply with requirements in Section 260553 "Identification for Electrical Systems."
  15. Sensors: Current-sensing type, with current output, selected for optimum range and accuracy for meters indicated for this application.
  16. Type: solid core or split core with ratio accuracy of at least +/- 1% full scale.
- C. General Requirements for main service and main switchboard metering Electricity Meters:
1. Memory Backup: Unit shall have data-logging capability.
  2. Provide sampling at 400+ samples per cycle on all channels measured readings simultaneously.
  3. Meter shall provide Harmonics %THD (% of total Harmonic Distortion), including current, voltage, and power harmonics to the 63rd order harmonic.
- D. General Requirements for sub metering Electricity Meters:
1. Memory Backup: Unit shall have 32 MB of memory/data-logging capability.
  2. sampling at 16+ samples per cycle on all channels measured readings simultaneously.
- E. Kilowatt-hour/Demand Meter: Electronic three-phase meters, measuring electricity use and demand. Demand shall be integrated over a 15-minute interval.
1. Voltage and Phase Configuration: Meter shall be designed for use on circuits with voltage rating and phase configuration indicated for its application.
  2. Display: LCD with characters not less than 0.25 inch (6 mm) high, indicating accumulative kilowatt-hours, current time and date, current demand, and historic peak demand. Retain accumulated kilowatt-hour and historic peak demand in a nonvolatile memory, until reset. The display shall be capable of displaying all three phases simultaneously and have a selection button on the face of the meter to cycle through the measured parameters.
- F. CT's shall be 5 amp secondary and shall be secured with appropriate brackets.
- G. Provide neutral CT in all distribution systems where a neutral exists.
- H. The meter shall have an accuracy of +/- 0.1% or better for volts and amps, and 0.2% for power and energy functions. The meter shall meet the accuracy requirements of IEC62053-22 (Class 0.2%) and ANSI C12.201(Class 0.2%).
1. The meter shall provide true RMS measurements of voltage, phase to neutral and phase to phase; current, per phase and neutral.
- I. Meter shall be a traceable revenue meter, which shall contain a utility grade test pulse allowing power providers to verify and confirm that the meter is performing to its rated accuracy.
- J. The main meter for each distribution voltage (both 480/277 and 208/120) shall include a test switch with inline fusing. Test switch shall be capable of access from the front of the switchboard without exposure to bus and main switchboard interior through a separate door or cover that only exposes the test switch and fusing.

1. Test block shall be equivalent to Milbank TS10-0111.
  2. Provide inline fuse holder and fuses for between bus taps and meter test block.
  3. Provide solid core CT's wherever possible.
- K. Meter shall include 2 independent communications ports on the back and face plate, with advanced features.
1. One port, through backplate, shall be an RJ45 port, providing 100BaseT Ethernet communication speaking Modbus TCP, and a Web server.
  2. The meter shall provide an optical IrDA port (through faceplate), as the second communication port, which shall allow the unit to be set up and programmed using a remote laptop PC without need for a communication cable.
- L. The meter shall provide user configured fixed window or rolling window demand. This shall allow user to set up the particular utility demand profile.
1. Readings for kW, kVAR, kVA and PF shall be calculated using utility demand features.
  2. All other parameters shall offer max and min capability over the user selectable averaging period.
  3. Voltage shall provide an instantaneous max and min reading displaying the highest surge and lowest sag seen by the meter.
- M. The meter shall support power supply of 90 to 265 Volts AC and 100 to 370 Volts DC. Universal AC/DC Supply shall be available.
1. Meter power supply shall accept burden of 10VA max.
  2. Meter shall provide upgrade rate of 100msec for Watts, Var and VA. All other parameters shall be 1 second.
- N. Communication: Meter shall have native MODBUS protocol.
1. Meter shall provide a minimum of 40 embedded MODBUS Objects consisting of standard voltage, current, and power parameters, including kW and kWh.
- O. Communication: Meter shall have native BACNET/IP protocol.
1. Meter shall provide a minimum of 40 embedded BACnet Objects consisting of standard voltage, current, and power parameters, including kW and kWh. Objects shall be readily identifiable.
  2. The meter shall have an embedded Web interface for configuration and viewing.
    - a. The Web interface shall have a Home page with power and energy snapshot information.
    - b. The Web interface shall have a page for configuring the BACnet/IP settings, including IP address, Network mask, Default Gateway, and the like.
    - c. The Web interface shall allow the user to activate the new configuration and reboot the meter.
    - d. The Web interface shall have a feature that lets the user download BACnet Object data as a .csv file that can be viewed in MS Excel© or saved as an MS Excel© file.
    - e. The Web interface shall have a webpage that displays the BACnet objects, their readings, and information about the objects.
    - f. The Web interface shall have a webpage displaying statistics for the unit, e.g., the number of meter reboots, and the number of BACnet/IP packets sent and received.
    - g. The Web interface shall allow the user to discard any changes and return to the saved configuration, or return to the factory default configuration.
    - h. The Web interface shall be viewable with any standard Internet browser.
    - i. The meter shall be configurable on the Host PC through LAN configuration.
    - j. The meter's BACnet/IP shall integrate with any BACnet applications or servers including the BAS BACnet server.
    - k. The meter shall also have an open socket for Modbus TCP that shall be simultaneously available through the LAN interface.
- P. Compatibility with other devices or systems: The electricity meter is intended to be a part of the building wide BAS. As such it is required to be fully compatible with the BAS. This requires that all the variables indicated in the schedule below can be accessed from the BAS.

Q. Schedule of required electrical metering points:

<b>A. PARAMETER (METERING POINT)</b>	<b>B. UNITS</b>
<b>C. ENERGY CONSUMPTION</b>	<b>D. KWH</b>
<b>E. REAL POWER</b>	<b>F. KW</b>
<b>G. REACTIVE POWER</b>	<b>H. KVAR</b>
<b>I. APPARENT POWER</b>	<b>J. KVA</b>
<b>K. POWER FACTOR</b>	<b>L.</b>
<b>M. VOLTAGE, LINE TO LINE</b>	<b>N. VOLTS</b>
<b>O. VOLTAGE, LINE TO NEUTRAL</b>	<b>P. VOLTS</b>
<b>Q. CURRENT</b>	<b>R. AMPS</b>
<b>S. REAL POWER PHASE A</b>	<b>T. KW</b>
<b>U. REAL POWER PHASE B</b>	<b>V. KW</b>
<b>W. REAL POWER PHASE C</b>	<b>X. KW</b>
<b>Y. VOLTAGE PHASE A-B</b>	<b>Z. VOLTS</b>
<b>AA. VOLTAGE PHASE B-C</b>	<b>BB. VOLTS</b>
<b>CC. VOLTAGE PHASE C-A</b>	<b>DD. VOLTS</b>
<b>EE. VOLTAGE A-N</b>	<b>FF. VOLTS</b>
<b>GG. VOLTAGE B-N</b>	<b>HH. VOLTS</b>
<b>II. VOLTAGE C-N</b>	<b>JJ. VOLTS</b>
<b>KK. CURRENT PHASE A</b>	<b>LL. AMPS</b>
<b>MM. CURRENT PHASE B</b>	<b>NN. AMPS</b>
<b>OO. CURRENT PHASE C</b>	<b>PP. AMPS</b>
<b>QQ. PRESENT DEMAND (SUBINTERVAL)</b>	<b>RR. KW</b>
<b>SS. PRESENT DEMAND</b>	<b>TT. KW</b>
<b>UU. PEAK DEMAND</b>	<b>VV. KW</b>
<b>WW. PRESENT REACTIVE POWER (SUBINTERVAL)</b>	<b>XX. KVAR</b>
<b>YY. PRESENT REACTIVE POWER</b>	<b>ZZ. KVAR</b>
<b>AAA. PEAK REACTIVE POWER</b>	<b>BBB. KVAR</b>

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Comply with all manufacturers equipment installation instructions.
- B. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- C. Where current transformers are used, provide an engraved label with 3/8" minimum high letters indicating CT ratio and multiplier. Attach label to electrical panel or meter enclosure next to meter.
- D. Provide a 3/4" conduit from the meter to the nearest building telecomm room.

**3.02 FIELD QUALITY CONTROL**

- A. Perform tests and inspections.
- B. Provide a current transformer test record for each CT which includes:
  - 1. Ratio
  - 2. Ratio correction factor at 10% and 100% load
  - 3. Serial Number
  - 4. Date of test
- C. Tests and Inspections:



1. Verify proper operation and measurement of current transformers and document CT ratios for each electricity meter.
2. Verify proper operation and measurement of BTU meters. Provide calibration certificates to owner after start-up is completed.

**METERING WILL BE CONSIDERED DEFECTIVE IF IT DOES NOT PASS TESTS AND INSPECTIONS.**

- A. Document all settings for all metering devices and include with test and inspection reports.
- B. Prepare test and inspection reports.

**4.02 TRAINING**

- A. Provide a minimum of 2 hours of training for the Owners maintenance staff. Coordinate the time of this training with the owner at the time of project close-out.

**END OF SECTION 262713**

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**SECTION 262816  
ENCLOSED SWITCHES AND CIRCUIT BREAKERS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section Includes:
  - 1. Fusible switches.
  - 2. Nonfusible switches.
  - 3. Shunt trip switches.
  - 4. Molded-case circuit breakers (MCCBs).
  - 5. Molded-case switches.
  - 6. Enclosures.
  - 7. Elevator Power Module Shunt-Trip Fused Disconnects

**1.03 DEFINITIONS**

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

**1.04 PERFORMANCE REQUIREMENTS**

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

**1.05 SUBMITTALS**

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
  - 1. Enclosure types and details for types other than NEMA 250, Type 1.
  - 2. Current and voltage ratings.
  - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
  - 4. Include evidence of NRTL listing for series rating of installed devices.
  - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
  - 6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Wiring Diagrams: For power, signal, and control wiring.
- C. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Field quality-control reports.
  - 1. Test procedures used.

2. Test results that comply with requirements.
  3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- E. Manufacturer's field service report.
- F. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
  2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

#### **1.06 QUALITY ASSURANCE**

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NFPA 70.

#### **1.07 PROJECT CONDITIONS**

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
  2. Altitude: Not exceeding 6600 feet (2010 m).
- B. Comply with NFPA 70E.

#### **1.08 COORDINATION**

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

#### **1.09 EXTRA MATERIALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
  2. Fuse Pullers: Two for each size and type.

### **PART 2 PRODUCTS**

#### **2.01 FUSIBLE SWITCHES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  3. Siemens Energy & Automation, Inc.
  4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
1. All lugs shall be rated copper only.

- C. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
  2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
  4. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
  5. Hookstick Handle: Allows use of a hookstick to operate the handle.
  6. Lugs: Mechanical type, suitable for number, size, and conductor material.
  7. Service-Rated Switches: Labeled for use as service equipment.

## 2.02 NONFUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  3. Siemens Energy & Automation, Inc.
  4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
1. All lugs shall be rated copper only.
- C. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
  2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
  3. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
  4. Hookstick Handle: Allows use of a hookstick to operate the handle.
  5. Lugs: Mechanical type, suitable for number, size, and conductor material.

## 2.03 MOLDED-CASE CIRCUIT BREAKERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  3. Siemens Energy & Automation, Inc.
  4. Square D; a brand of Schneider Electric.
- B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.
- C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
- D. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
- E. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:
1. Instantaneous trip.
  2. Long- and short-time pickup levels.
  3. Long- and short-time time adjustments.
  4. Ground-fault pickup level, time delay, and I<sub>2</sub>t response.

- F. Ground-Fault, Circuit-Interrupter (GFCI) Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
- G. Ground-Fault, Equipment-Protection (GFEP) Circuit Breakers: With Class B ground-fault protection (30-mA trip).
- H. Features and Accessories:
  - 1. Standard frame sizes, trip ratings, and number of poles.
  - 2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.
  - 3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
  - 4. Ground-Fault Protection: Comply with UL 1053; integrally mounted, self-powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
  - 5. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.
  - 6. Auxiliary Contacts: One SPDT switch with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.

#### **2.04 MOLDED-CASE SWITCHES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 3. Siemens Energy & Automation, Inc.
  - 4. Square D; a brand of Schneider Electric.
- B. General Requirements: MCCB with fixed, high-set instantaneous trip only, and short-circuit withstand rating equal to equivalent breaker frame size interrupting rating.
- C. Features and Accessories:
  - 1. Standard frame sizes and number of poles.
  - 2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.
  - 3. Auxiliary Contacts: One SPDT switch with "a" and "b" contacts; "a" contacts mimic switch contacts, "b" contacts operate in reverse of switch contacts.

#### **2.05 ENCLOSURES**

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
  - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
  - 2. Outdoor Locations: NEMA 250, Type 3R.
  - 3. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
  - 4. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

#### **2.06 ELEVATOR SHUNT-TRIP FUSIBLE SWITCHES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cooper Bussmann, Inc. - Power Module PS
- B. Provide shunt-trip fused disconnect switch with all necessary relay(s), control transformer and other options, as shown on drawings and listed below:
  - 1. Ampere rating of the switch shall be based upon the elevator manufacturer requirements.
  - 2. Short-circuit current rating of 200,000A.
  - 3. Interlocks to prevent the opening of the cover when the switch is in the ON position. Interlock shall be defeatable for testing purposes.
  - 4. Handle lockable in OFF position.
  - 5. 100VA/120V control power transformer with primary and secondary fuses.

6. Isolation relay (3PDT, 10amp, 120V). A normally open dry contact shall be provided by the Fire Alarm Safety System to energize the isolation relay and activate the shunt trip solenoid (140VA inrush at 120V). (Note: if 24V DC coil is selected, a separate 24V DC source and contact must be provided by the Fire Alarm Safety System.)
7. Provide additional options as indicated below:
  - a. Key to Test Switch
  - b. "On" Pilot Light (Green, Red or White)
  - c. Isolated Full Capacity Neutral Lug
  - d. 1P NC Mechanical Interlock (required for hydraulic elevators with automatic recall).
  - e. Fire Alarm Voltage Monitoring Relay (Comply with ((NFPA 72)))
  - f. NEMA 1 Enclosure.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.02 INSTALLATION**

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Comply with mounting and anchoring requirements specified in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- D. Install fuses in fusible devices. Verify connected load(s) and selection of fuse sizes for each disconnect switch prior to selection and installation.
- E. Location: Equipment disconnecting means shall be immediately next to the equipment which it services.
- F. Comply with NECA 1.

#### **3.03 IDENTIFICATION**

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems."
  1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
  2. Label each enclosure with engraved metal or laminated-plastic nameplate.

#### **3.04 FIELD QUALITY CONTROL**

- A. Perform tests and inspections.
  1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Acceptance Testing Preparation:
  1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
  2. Test continuity of each circuit.
- C. Tests and Inspections:
  1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
  3. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

- D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

**3.05 ADJUSTING**

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges.

**END OF SECTION 262816**



**SECTION 264313**  
**SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section includes field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.
- B. Related Requirements:
  - 1. Section 262413 "Switchboards" for factory-installed SPDs.
  - 2. Section 262416 "Panelboards" for factory-installed SPDs.

**1.03 DEFINITIONS**

- A. Inominal: Nominal discharge current.
- B. MCOV: Maximum continuous operating voltage.
- C. Mode(s), also Modes of Protection: The pair of electrical connections where the VPR applies.
- D. MOV: Metal-oxide varistor; an electronic component with a significant non-ohmic current-voltage characteristic.
- E. OCPD: Overcurrent protective device.
- F. SCCR: Short-circuit current rating.
- G. SPD: Surge protective device.
- H. VPR: Voltage protection rating.

**1.04 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
  - 2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

**1.05 INFORMATIONAL SUBMITTALS**

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

**1.06 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For SPDs to include in maintenance manuals.

**1.07 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency, and marked for intended location and application.
- B. Comply with IEEE C62.41.2 and test devices according to IEEE C62.45.
- C. Comply with NEMA LS 1.
- D. Comply with UL 1283 and UL 1449, 3rd Edition.
- E. Comply with NFPA 70.

**1.08 WARRANTY**

- A. Manufacturer's Warranty: Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.

## **PART 2 PRODUCTS**

### **2.01 GENERAL SPD REQUIREMENTS**

- A. SPD with Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Comply with UL 1449.
- D. MCOV of the SPD shall be the nominal system voltage.

### **2.02 SERVICE ENTRANCE AND MAIN FEEDER SUPPRESSOR**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Current Technology Inc.; Danaher Power Solutions.
  - 2. Eaton Corporation.
  - 3. Emerson Electric Co.
  - 4. GE Zenith Controls.
  - 5. LEA International; Protection Technology Group.
  - 6. Schneider Electric Industries SAS.
  - 7. Siemens Industry, Inc.
- B. SPDs: Comply with UL 1449, Type 1.
  - 1. SPDs with the following features and accessories:
    - a. Integral disconnect switch.
    - b. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
    - c. Indicator light display for protection status.
    - d. Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status.
    - e. Surge counter.
  - 2. Integral to service entrance equipment, factory installed. Device shall be installed in a separate compartment within the equipment that completely isolates the device upon failure to eliminate the spread of smoke within the service entrance equipment.
  - 3. Separate enclosure for field installation outside of the service entrance equipment.
- C. Comply with UL 1283.
- D. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 240kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
- E. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V or 208Y/120 V, three-phase, four-wire circuits shall not exceed the following:
  - 1. Line to Neutral: 1200 V for 480Y/277 V; 700 V for 208Y/120 V.
  - 2. Line to Ground: 1200 V for 480Y/277 V; 1200 V for 208Y/120 V.
  - 3. Line to Line: 2000 V for 480Y/277 V; 1000 V for 208Y/120 V.
- F. SCCR: Equal or exceed 100 kA.
- G. Inominal Rating: 20 kA.

### **2.03 PANEL SUPPRESSORS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Current Technology Inc.; Danaher Power Solutions.
  - 2. Eaton Corporation.
  - 3. Emerson Electric Co.
  - 4. GE Zenith Controls.
  - 5. LEA International; Protection Technology Group.
  - 6. Schneider Electric Industries SAS.

7. Siemens Industry, Inc.
- B. SPDs: Comply with UL 1449, Type 1.
  1. Include LED indicator lights for power and protection status.
  2. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.
  3. Include Form-C contacts rated at 5 A and 250-V ac, one normally open and one normally closed, for remote monitoring of protection status.
  4. Integral to service entrance equipment, factory installed. Device shall be installed in a separate compartment within the equipment that completely isolates the device upon failure to eliminate the spread of smoke within the service entrance equipment.
  5. Separate enclosure for field installation outside of the service entrance equipment.
- C. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 100 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.
- D. Comply with UL 1283.
- E. Protection modes and UL 1449 VPR for grounded wye circuits with 480Y/277 V or 208Y/120 V, three-phase, four-wire circuits shall not exceed the following:
  1. Line to Neutral: 1200 V for 480Y/277 V; 700 V for 208Y/120 V.
  2. Line to Ground: 1200 V for 480Y/277 V; 1200 V for 208Y/120 V.
  3. Line to Line: 2000 V for 480Y/277 V; 1000 V for 208Y/120 V.
- F. Protection modes and UL 1449 VPR for 240/120-V, single-phase, three-wire circuits shall not exceed the following:
  1. Line to Neutral: 700 V.
  2. Line to Ground: 700 V.
  3. Neutral to Ground: 700 V.
  4. Line to Line: 1200 V.
- G. SCCR: Equal or exceed 100 kA.
- H. Inominal Rating: 20 kA.

## **2.04 ENCLOSURES**

- A. Indoor Enclosures: NEMA 250, Type 1.
- B. Outdoor Enclosures: NEMA 250, Type 3R.

## **2.05 CONDUCTORS AND CABLES**

- A. Power Wiring: Same size as SPD leads, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Class 2 Control Cables: Multiconductor cable with copper conductors not smaller than No. 18 AWG, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cables: Multiconductor cable with copper conductors not smaller than No. 14 AWG, complying with Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Comply with NECA 1.
- B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.
- C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible, and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.
- D. Use crimped connectors and splices only. Wire nuts are unacceptable.
- E. Wiring:

1. Power Wiring: Comply with wiring methods in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
2. Controls: Comply with wiring methods in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

### **3.02 FIELD QUALITY CONTROL**

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.
  1. Compare equipment nameplate data for compliance with Drawings and Specifications.
  2. Inspect anchorage, alignment, grounding, and clearances.
  3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.
- B. An SPD will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

### **3.03 STARTUP SERVICE**

- A. Complete startup checks according to manufacturer's written instructions.
- B. Do not perform insulation-resistance tests of the distribution wiring equipment with SPDs installed. Disconnect SPDs before conducting insulation-resistance tests, and reconnect them immediately after the testing is over.
- C. Energize SPDs after power system has been energized, stabilized, and tested.

### **3.04 DEMONSTRATION**

- A. Train Owner's maintenance personnel to operate and maintain SPDs.

**END OF SECTION 264313**