

# **PROJECT MANUAL**

## **Troop B LP Gas Generator**

### **SCO # 21-23584-01A**

#### **State Highway Patrol Garage**

3467 US Highway 701 S  
Clarkton, NC 28433

Prepared by:

**NC Department of Public Safety**

**Central Engineering**

DPS JOS #4245

DPS Contract #C11431

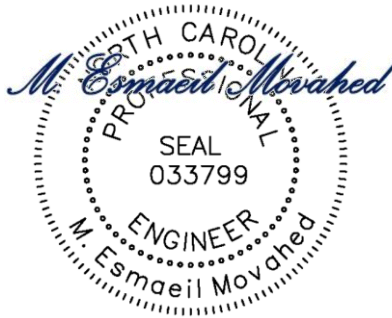
**Date – October 20, 2021**

**TROOP B LP GAS GENERATOR  
SCO ID # 21-23584-01A**

**SEALS PAGE**

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# North Carolina Department of Public Safety

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## Central Engineering

**Project:** TROOP B LP GAS GENERATOR

**Address:** State Highway Patrol Garage  
3467 US Highway 701 S, Clarkton, NC 28433

**SCO ID:** 21-23584-01A

**DPS Job Order No.:** 4245

**DPS Contract No.:** C11431

**Owner:** NC Department of Public Safety

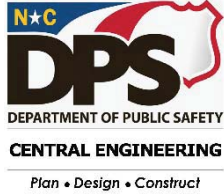
**Designer:** Esh Movahed, PE

**Project Manager:** Taylor Oldham

## Table of Contents

Number of Pages

Seals Page .....	1
Table of Contents.....	1
Notice to Bidders .....	2
General Conditions (OC-15).....	46
Supplementary Instruction to Bidders and General Conditions of the Contract .....	1
NCDPS Central Engineering Special Condition .....	4
Security Requirements.....	6
Form of Proposal .....	3
HUB Guidelines for MBE Participation .....	2
HUB - MBE Contractor List and Affidavits A through D and Appendix E .....	7
Technical Specification.....	1
231126-Facility Liquefied-Petroleum Gas Piping.....	12
260100-General Provisions.....	5
260519-Low-Voltage Electrical Power Conductors and Cables.....	4
260526-Grounding and Bonding for Electrical Systems.....	7
260529-Hanges and Supports for Electrical Systems.....	4
260533-Raceways and Boxes for Electrical Systems.....	8
260553-Electrical Identification.....	3
262816-Enclosed Switches and Enclosed Breakers.....	2
263213-Gaseous Engine Generators.....	10
263600-Transfer Switches.....	6
312000 - Earth Moving.....	7



# North Carolina Department of Public Safety

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## Central Engineering

### GENERAL CONDITIONS

The General Conditions of this Contract Agreement between the “Bidding Contractor” and NCDPS Central Engineering shall follow the State Construction Office North Carolina Department of Administration Form OC-15 Twenty-Fourth Edition dated January 2013 – “Instructions to Bidders and General Conditions of the Contract”.

Form OC-15 Attached within this Document – See next page

**INSTRUCTIONS TO BIDDERS  
AND  
GENERAL CONDITIONS OF THE CONTRACT**

**STANDARD FORM FOR CONSTRUCTION PROJECTS**

**STATE CONSTRUCTION OFFICE  
NORTH CAROLINA  
DEPARTMENT OF ADMINISTRATION**

**Form OC-15**

**This document is intended for use on State capital construction projects and shall not be used on any project that is not reviewed and approved by the State Construction Office. Extensive modification to the General Conditions by means of “Supplementary General Conditions” is strongly discouraged. State agencies and institutions may include special requirements in “Division 1 – General Requirements” of the specifications, where they do not conflict with the General Conditions.**

**Twenty Fourth Edition January 2013**

## INSTRUCTIONS TO BIDDERS

**For a proposal to be considered it must be in accordance with the following instructions:**

### 1. PROPOSALS

Proposals must be made in strict accordance with the Form of Proposal provided therefor, and all blank spaces for bids, alternates, and unit prices applicable to bidder's work shall be properly filled in. When requested alternates are not bid, the proposer shall so indicate by the words "No Bid". Any blanks shall also be interpreted as "No Bid". The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates. If figures and writing differ, the written number will supersede the figures.

Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

The bidder shall fill in the Form of Proposal as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.
- e. All signatures shall be properly witnessed.
- f. If the contractor's license of a bidder is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals should be addressed as indicated in the Advertisement for Bids and be delivered, enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the contractor's license number of the bidder. Bidders should clearly mark on the outside of the bid envelope which contract(s) they are bidding.

Bidder shall identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

For projects bid in the single-prime alternative, the names and license numbers of major subcontractors shall be listed on the proposal form.

It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. Later delivery of a bid for any reason, including delivery by any delivery service, shall disqualify the bid.

Unit prices quoted in the proposal shall include overhead and profit and shall be the full compensation for the contractor's cost involved in the work. See General Conditions, Article 19c-1.

## **2. EXAMINATION OF CONDITIONS**

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the documents. The owner will make copies of all such surveys and reports available to the bidder upon request.

Each bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner. Any reasonable request for access to the site will be honored by the owner.

## **3. BULLETINS AND ADDENDA**

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the designer who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the owner nor the designer will be responsible for any oral instructions.

All addenda should be acknowledged by the bidder(s) on the Form of Proposal. However, even if not acknowledged, by submitting a bid, the bidder has certified that he has reviewed all issued addenda and has included all costs associated within his bid.

#### **4. BID SECURITY**

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used.

#### **5. RECEIPT OF BIDS**

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to the closing of the bid, the bidder will be permitted to change or withdraw his bid. Guidelines for opening of public construction bids are available from the State Construction Office.

#### **6. OPENING OF BIDS**

Upon opening, all bids shall be read aloud. Once bidding is closed, there shall not be any withdrawal of bids by any bidder and no bids may be returned by the designer to any bidder. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. The owner reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

- a. If the Form of Proposal furnished to the bidder is not used or is altered.
- b. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.
- c. If the bidder adds any provisions reserving the right to accept or reject any award.
- d. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.
- f. If the unit prices contained in the bid schedule are unacceptable to the owner and the State Construction Office.
- g. If the bidder fails to comply with other instructions stated herein.



## 7. BID EVALUATION

The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bid and any alternates the owner chooses.

Before awarding a contract, the owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following data:

- a. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the owner.
- b. A listing of completed projects of similar size.
- c. Permanent name and address of place of business.
- d. The number of regular employees of the organization and length of time the organization has been in business under present name.
- e. The name and home office address of the surety proposed and the name and address of the responsible local claim agent.
- f. The names of members of the firms who hold appropriate trade licenses, together with license numbers.
- g. If prequalified, contractor info will be reviewed and evaluated comparatively to submitted prequalification package.

Failure or refusal to furnish any of the above information, if requested, shall constitute a basis for disqualification of any bidder.

In determining the lowest responsible, responsive bidder, the owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts for the State with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the designer and owner. Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) shall constitute a basis for disqualification of the bid.

Should the owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned to him.

## 8. PERFORMANCE BOND

The successful bidder, upon award of contract, shall furnish a performance bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## 9. PAYMENT BOND

The successful bidder, upon award of contract, shall furnish a payment bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## 10. PAYMENTS

Payments to the successful bidders (contractors) will be made on the basis of monthly estimates. See Article 31, General Conditions.

## 11. PRE-BID CONFERENCE

Prior to the date set for receiving bids, the Designer may arrange and conduct a Pre-Bid Conference for all prospective bidders. The purpose of this conference is to review project requirements and to respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bid documents. Attendance by prospective bidders shall be as required by the "Notice to Bidders".

## 12. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

## GENERAL CONDITIONS OF THE CONTRACT

The use or reproduction of this document or any part thereof is authorized for and limited to use on projects of the State of North Carolina, and is distributed by, through and at the discretion of the State Construction Office, Raleigh, North Carolina, for that distinct and sole purpose.

### TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Definitions .....	9
2	Intent and Execution of Documents .....	11
3	Clarifications and Detail Drawings .....	12
4	Copies of Drawings and Specifications .....	12
5	Shop Drawings, Submittals, Samples, Data .....	13
6	Working Drawings and Specifications at the Job Site .....	13
7	Ownership of Drawings and Specifications .....	14
8	Materials, Equipment, Employees .....	14
9	Royalties, Licenses and Patent .....	15
10	Permits, Inspections, Fees, Regulations .....	15
11	Protection of Work, Property and the Public .....	16
12	Sedimentation Pollution Control Act of 1973 .....	17
13	Inspection of the Work .....	17
14	Construction Supervision and Schedule .....	18
15	Separate Contracts and Contractor Relationships .....	22
16	Subcontracts and Subcontractors .....	23
17	Contractor and Subcontractor Relationships .....	23
18	Designer's Status .....	24
19	Changes in the Work .....	25
20	Claims for Extra Cost .....	27
21	Minor Changes in the Work .....	29
22	Uncorrected Faulty Work .....	29
23	Time of Completion, Delays, Extension of Time .....	29
24	Partial Utilization: Beneficial Occupancy .....	30
25	Final Inspection, Acceptance, and Project Closeout .....	31
26	Correction of Work Before Final Payment .....	31
27	Correction of Work After Final Payment .....	32
28	Owner's Right to Do Work .....	32
29	Annulment of Contract .....	32
30	Contractor's Right to Stop Work or Terminate the Contract .....	33
31	Requests for Payments .....	33
32	Certificates of Payment and Final Payment .....	34
33	Payments Withheld .....	36
34	Minimum Insurance Requirements .....	36
35	Performance Bond and Payment Bond .....	37
36	Contractor's Affidavit .....	38
37	Assignments .....	38
38	Use of Premises .....	38
39	Cutting, Patching and Digging .....	38
40	Utilities, Structures, Signs .....	38
41	Cleaning Up .....	40
42	Guarantee .....	41

43	Codes and Standards .....	41
44	Indemnification .....	41
45	Taxes .....	41
46	Equal Opportunity Clause .....	42
47	Employment of the Handicapped .....	42
48	Asbestos-Containing Materials (ACM) .....	43
49	Minority Business Participation .....	43
50	Contractor Evaluation .....	43
51	Gifts.....	43
52	Auditing Access to Persons and Records .....	44
53	North Carolina False Claims Act.....	44
54	Termination for Convenience.....	45

## ARTICLE 1 - DEFINITIONS

- a. The **contract documents** consist of the Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond; the payment bond; insurance certificates; the approval of the attorney general; and the certificate of the Office of State Budget and Management. All of these items together form the contract.
- b. The **owner** is the State of North Carolina through the agency named in the contract.
- c. The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- d. The **contractor**, as referred to hereinafter, shall be deemed to be either of the several contracting parties called the "Party of the First Part" in either of the several contracts in connection with the total project. Where, in special instances hereinafter, a particular contractor is intended, an adjective precedes the word "contractor," as "general," "heating," etc. For the purposes of a single prime contract, the term Contractor shall be deemed to be the single contracting entity identified as the "Party of the First Part" in the single Construction Contract. Any references or adjectives that name or infer multiple prime contractors shall be interpreted to mean the single prime Contractor.
- e. A **subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor.
- h. The **project** is the total construction work to be performed under the contract documents by the several contractors.
- i. **Project Expediter**, as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. See Article 14(f) for responsibilities of a Project Expediter. **For the purposes of a single prime contract, the single prime contractor shall be designated as the Project Expediter.**
- j. **Change order**, as used herein, shall mean a written order to the contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the contractor, designer and the owner, and approved by the State Construction Office, in that order (Article 19).

- k. **Field Order**, as used herein, shall mean a written approval for the contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the contractor, designer, owner, and State Construction Office.
- l. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- m. **Liquidated damages**, as stated in the contract documents [, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the contractor(s) to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the contractor, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the Contractor (e.g., if a multi-phased project-subsequent phases, delays in start other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the contractor, and which engages to be responsible for the contractor and his acceptable performance of the work.
- o. **Routine written communications between the Designer and the Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications can not be identified as "request for information".
- p. **Clarification or Request for information (RFI)** is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- r. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of Designer and owner.
- t. **"Substitution" or "substitute"** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the Designer and owner.

- u. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.
- v. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.
- w. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.
- x. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner's project requirements and the project design documents.
- y. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to SCO final inspection.
- z. **SCO Final Inspection** is the inspection performed by the State Construction Office to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.
- aa. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the State Construction Office. Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.
- bb. Final Acceptance is the date in which the State Construction Office accepts the construction as totally complete. This includes the SCO Final Inspection and certification by the designer that all punch lists are completed.

## ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other, and that which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a bid for a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:
  1. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
  2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.

3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.
5. All signatures shall be properly witnessed.
6. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
9. The seal of the bonding company shall be impressed on each signature page of the bonds.
10. The contractor's signature on the performance bond and the payment bond shall correspond with that on the contract. The date of performance and payment bond shall not be prior to the date of the contract.

### **ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS**

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The contractor(s) and the designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The designer shall furnish drawings or clarifications in accordance with that schedule. The contractor shall not proceed with the work without such detail drawings and/or written clarifications.

### **ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS**

The designer or Owner shall furnish free of charge to the contractors electronic copies of plans and specifications. If requested by the contractor, paper copies of plans and specifications shall be furnished free of charge as follows:

- a. General contractor - Up to twelve (12) sets of general contractor drawings and specifications, up to six (6) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.



- b. Each other contractor - Up to six (6) sets of the appropriate drawings and specifications, up to three (3) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
- c. Additional sets shall be furnished at cost, including mailing, to the contractor upon request by the contractor. This cost shall be stated in the bidding documents.
- d. For the purposes of a single-prime contract, the contractor shall receive up to 30 sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

#### **ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA**

- a. Within 15 consecutive calendar days after the notice to proceed, each prime contractor shall submit a schedule for submission of all shop drawings, product data, samples, and similar submittals through the Project Expediter to the Designer. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the designer.
- b. The Contractor(s) shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the Designer in accordance with the schedule submitted in paragraph (a). so as to cause no delay in the activities of the Owner or of separate Contractors.
- c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies (1 for the Designer, 1 for the owner and 1 for SCO) for his use. The remaining copies of each submittal shall be returned to the Contractor not later than twenty (20) days from the date of receipt by the Designer, for the Contractor's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings/submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

#### **ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

- a. The contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the designer, his authorized representative, owner or State Construction Office.

- b. The contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after final acceptance of the project.
- c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

## **ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS**

All drawings and specifications are instruments of service and remain the property of the owner. The use of these instruments on work other than this contract without permission of the owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

## **ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES**

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; such approval or disapproval shall be made by the designer prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.

- g. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

#### **ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS**

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

#### **ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS**

- a. The contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by the contractor unless otherwise noted.
- d. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to inspection by any county or municipal authorities and are not subject to county or municipal building codes. The contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits shall be obtained at no cost.
- e. Projects involving local funding (community colleges) are subject also to county and municipal building codes and inspection by local authorities. The contractor shall pay the cost of these permits and inspections.

**ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC**

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. The contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.
- h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage.

Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 19(b).

- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

#### **ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973**

- a. Any land-disturbing activity performed by the contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

#### **ARTICLE 13 - INSPECTION OF THE WORK**

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by the designer, designated official representatives of the owner, State Construction Office and those persons required by state law to test special work for official approval. The contractor shall therefore provide safe access to the work at all times for such inspections.
- b. All instructions to the contractor will be made only by or through the designer or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the designer for review and coordination prior to issuance to the contractor.
- c. All work shall be inspected by designer, special inspector and/or State Construction Office prior to being covered by the contractor. Contractor shall give a minimum two weeks notice unless otherwise agreed to by all parties. If inspection fails, after the first reinspection all costs associated with additional reinspections shall be borne by the contractor.

- d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.
- e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- f. Should any work be covered up or concealed prior to inspection and approval by the designer, special inspector, and/or State Construction Office such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.

#### **ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE**

- a. Throughout the progress of the work, each contractor shall keep at the job site, a competent superintendent and supervisory staff satisfactory to the designer and the owner. The superintendent and supervisory staff shall not be changed without the consent of the designer and owner unless said superintendent ceases to be employed by the contractor or ceases to be competent as determined by the contractor, designer or owner. The superintendent and other staff designated by the contractor in writing shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing.
- b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. All contractors shall be required to cooperate and consult with each other during the construction of this project. Prior to installation of work, all contractors shall jointly prepare coordination drawings, showing locations of various ductworks, piping, motors, pumps, and other mechanical or electrical equipment, in relation to the structure, walls and ceilings. These drawings shall be submitted to the designer through the Project Expediter for information only. Each contractor shall lay out and execute his work to cause the least delay to other contractors. Each contractor shall be financially responsible for any damage to other contractor's work and for undue delay caused to other contractors on the project.
- d. The contractor is required to attend job site progress conferences as called by the designer. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material

suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. Each contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The contractor shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.

- e. The contractor(s) shall, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. The designer shall designate a Project Expediter on projects involving two or more prime contracts. The Project Expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have at a minimum the following responsibilities.
  1. Prepare the project construction schedule and shall allow all prime contractors (multi-prime contract) and subcontractors (single-prime contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of the initial construction schedule.
  2. Maintain a project progress schedule for all contractors.
  3. Give adequate notice to all contractors to ensure efficient continuity of all phases of the work.
  4. Notify the designer of any changes in the project schedule.
  5. Recommend to the owner whether payment to a contractor shall be approved.
- g. It shall be the responsibility of the Project Expediter to cooperate with and obtain from several prime contractors and subcontractors on the job, their respective work activities and integrate these activities into a project construction schedule in form of a detailed bar chart or Critical Path Method (CPM), schedule. Each prime contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A “work activity”, for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill. The project construction schedule shall graphically show all salient features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the contractor’s early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order. On a multi-prime project, each prime contractor shall review the proposed construction schedule and approve same in writing. The Project Expediter shall submit the proposed construction schedule to the designer for comments. The complete Project construction schedule shall be of the type set forth in the Supplementary General Condition or subparagraph (1) or (2) below, as appropriate:

1. For a project with total contracts of \$500,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.
2. For a project with total contracts over \$500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

**Bar Chart Schedule:** Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

**CPM Schedule:** Where a CPM schedule is required, it shall be in time-scaled precedence format using the Project Expediter's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s).. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Contract time. Extensions to the Contract time, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change. On contracts with a price over \$2,500,000, the CPM schedule shall also show what part of the Contract Price is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price.

**Early Completion of Project:** The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time



for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

- h. The proposed project construction schedule shall be presented to the designer no later than fifteen (15) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the designer and owner.
- i. The approved project construction schedule shall be distributed to all contractors and displayed at the job site by the Project Expediter.
- j. The several contractors shall be responsible for their work activities and shall notify the Project Expediter of any necessary changes or adjustments to their work. The Project Expediter shall maintain the project construction schedule, making biweekly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all contractors and the designer fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the designer, along with monthly request for payment. For project requiring CPM schedule, the Contractor shall submit a biweekly report of the status of all activities. The bar chart schedule or status report shall show the actual Work completed to date in comparison with the original Work scheduled for all activities. If any activities of the work of several contractors are behind schedule, the contractor must indicate in writing, what measures will be taken to bring each such activity back on schedule and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the designer by the Project Expediter, when (1) the contractor's report indicates delays, that are in the opinion of the designer or the owner, of sufficient magnitude that the contractor's ability to complete the work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the Designer, are in process; and (3) the contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of the designer or the owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds as set forth in Article 33.
- k. The Project Expediter shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several contractors, it shall be the duty of the Project Expediter to immediately notify the contractor(s) responsible for such delay, the designer, the State Construction Office and other prime contractors. The designer shall determine the contractor(s) who caused the delays and notify the bonding company of the responsible contractor(s) of the delays; and shall make a recommendation to the owner regarding further action.
- l. Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the contractor so designated, nor the

responsibility of the other contractors involved in the project. The project expeditor's Superintendent(s) shall be in attendance at the Project site at all times when work is in progress unless conditions are beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be acceptable to the Owner and Designer and shall be the one who will be continued in that capacity for the duration of the project unless he ceases to be on the Contractor's payroll or the Owner otherwise agrees. The Superintendent shall not be employed on any other project for or by the Contractor or by any other entity during the course of the Work. If the Superintendent is employed by the Contractor on another project without the Owner's approval, then the Owner may deduct from the Contractor's monthly general condition costs and amount representing the Superintendent's cost and shall deduct that amount for each month thereafter until the Contractor has the Superintendent back on the Owner's Project full-time.

## **ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS**

- a. Effective from January 1, 2002, Chapter 143, Article 8, was amended, to allow public contracts to be delivered by the following delivery methods: single-prime, dual (single-prime and separate-prime), construction manager at risk, and alternative contracting method as approved by the State Building Commission. The owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the State. For the purposes of a single prime contract, refer to Article 1 – Definitions.
- b. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.
- c. If any part of contractor's work depends upon the work of another contractor, defects which may affect that work shall be reported to the designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a contractor where such condition exists will constitute acceptance of the other contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The designer shall be the judge as to the quality of work and shall settle all disputes on the matter between contractors.
- d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general contractor shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices that are to be incorporated into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress and during normal working hours. The contractor shall provide facilities for such access so the designer may perform his functions under the contract documents.
- f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

## **ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS**

- a. Within thirty (30) days after award of the contract, the contractor shall submit to the designer, owner and to the State Construction Office a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the designer or owner, the designer or owner shall submit his reasons for disapproval in writing to the State Construction Office for its consideration with a copy to the contractor. If the State Construction Office concurs with the designer's or owner's recommendation, the contractor shall submit a substitute for approval. The designer and owner shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the designer or owner.
- b. The designer will furnish to any subcontractor, upon request, evidence regarding amounts of money paid to the contractor on account of the subcontractor's work.
- c. The contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The contractor agrees that no contractual relationship exists between the subcontractor and the owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the contractor.
- d. The owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

## **ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS**

The contractor agrees that the terms of these contract documents shall apply equally to each subcontractor as to the contractor, and the contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

- a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is

agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

## **ARTICLE 18 - DESIGNER'S STATUS**

- a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work, where any such action by the designer may be necessary to assure successful completion of the work.
- b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.
- c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former designer.

- d. The designer and his consultants will make inspections of the project. He will inspect the progress, the quality and the quantity of the work.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the designer and owner may perform their functions under the contract documents.
- f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

## **ARTICLE 19 - CHANGES IN THE WORK**

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order or written field order from the designer, countersigned by the owner and the state construction office authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
  1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
  2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1<sup>st</sup> tier subs), or their sub-subcontractors (2<sup>nd</sup> tier subs, 3<sup>rd</sup> tier subs, etc)) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1<sup>st</sup> tier sub; 1<sup>st</sup> tier, 2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
  3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
  4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
  5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. In all change orders, the procedure will be for the designer to request proposals for the change order work in writing. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to

the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order and forward to the State Construction Office for final approval, within seven (7) days of receipt. The State Construction Office shall act on the change order within seven (7) days. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.

- h. At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, with the approval of the State Construction Office, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

## **ARTICLE 20 - CLAIMS FOR EXTRA COST**

- a. Should the contractor consider that as a result of instructions given by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The contractor shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation shall be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.
- b. The contractor shall not act on instructions received by him from persons other than the designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The designer shall not be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.
- c. Should a claim for extra compensation that complies with the requirements of (a) above by the contractor and is denied by the designer or owner, and cannot be resolved by a

representative of the State Construction Office, the contractor may request a mediation in connection with GS 143-128(f1) in the dispute resolution rules adopted by the State Building Commission (1 N.C.A.C. 30H .0101 through .1001). If the contractor is unable to resolve its claim as a result of mediation, the contractor may pursue the claim in accordance with the provisions of G.S. 143-135.3, or G.S. 143-135.6 where Community Colleges are the owner, and the following:

1. A contractor who has not completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The director may deny, allow or compromise the claim, in whole or in part. A claim under this subsection is not a contested case under Chapter 150B of the General Statutes.
2. (a) A contractor who has completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The claim shall be submitted within sixty (60) days after the contractor receives a final statement of the board's disposition of his claim and shall state the factual basis for the claim.
  - (b) The director shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the director and the contractor agree. The contractor may appear before the director, either in person or through counsel, to present facts and arguments in support of his claim. The director may allow, deny or compromise the claim, in whole or in part. The director shall give the contractor a written statement of the director's decision on the contractor's claim.
  - (c) A contractor who is dissatisfied with the director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the director's written statement of the decision.
  - (d) As to any portion of a claim that is denied by the director, the contractor may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the director's final decision, institute a civil action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wake County or in the superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

## **ARTICLE 21 - MINOR CHANGES IN THE WORK**

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copied to the State Construction Office, and shall be binding on the owner and the contractor.

## **ARTICLE 22 - UNCORRECTED FAULTY WORK**



Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the designer, the owner shall be reimbursed by the contractor. A change order will be issued to reflect a reduction in the contract sum.

### **ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME**

- a. The time of completion is stated in the Supplementary General Conditions and in the Form of Construction Contract. The Project Expediter, upon notice of award of contract, shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.
- b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the designer and shall fully complete all work hereunder within the time of completion stated. Time is of the essence and the contractor acknowledges the Owner will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the contractor(s) shall pay the owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner by reason of failure of said contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- c. In the event of multiple prime contractors, the designer shall be the judge as to the division of responsibility between the contractor(s), based on the construction schedule, weekly reports and job records, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.
- d. If the contractor is delayed at any time in the progress of his work solely by any act or negligence of the owner, the designer, or by any employee of either; by any separate contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order only for the time which the designer and owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

- e. Request for extension of time shall be made in writing to the designer, copies to the owner and SCO, within twenty (20) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Designer to the designer, copies to the owner and SCO, of the delay within 20 days of the beginning of the delay and only one claim is necessary.
- f. The contractor shall notify his surety in writing of extension of time granted.
- g. No claim for time extension shall be allowed on account of failure of the designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

#### **ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY**

- a. The owner may desire to occupy or utilize all or a portion of the project prior to the completion of the project.
- b. Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office. If beneficial occupancy is granted by the State Construction Office, in such areas the following will be established:
  - 1. The beginning of guarantees and warranties period for the equipment necessary to support. in the area.
  - 2. The owner assumes all responsibilities for utility costs for entire building.
  - 2. Contractor will obtain consent of surety.
  - 3. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
- c. The owner shall have the right to exclude the contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

#### **ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT**

- a. Upon notification from the contractor(s) that the project is complete and ready for inspection, the designer shall make a Designer final inspection to verify that the project is complete and ready for SCO final inspection. Prior to SCO final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the Designer

final inspection. The designer shall schedule a SCO final inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office.

- b. At the SCO final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the SCO final inspection, the designer and State Construction Office representative shall make one of the following determinations:
  - 1. That the project is completed and accepted.
  - 2. That the project will be accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of SCO final inspection or the owner may invoke Article 28, Owner's Right to Do Work.
  - 4. That the project is not complete and another date for a SCO final inspection will be established.
- c. Within fourteen (14) days of final acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of SCO final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42, Guarantee.
- f. The final acceptance date will establish the following:
  - 1. The beginning of guarantees and warranties period.
  - 2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
  - 3. That no liquidated damages (if applicable) shall be assessed after this date.
  - 4. The termination date of utility cost to the contractor.
- g. Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.**

#### **ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT**

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.

- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress, as determined by the designer, until completed.
- c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

#### **ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT**

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the designer, shall relieve the contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. Contractor shall correct or make good any defects due thereto and repair any damage resulting there from, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the contractor and establish a time limit for completion of corrections by the contractor. The owner will be the judge as to the responsibility for correction of defects.

#### **ARTICLE 28 - OWNER'S RIGHT TO DO WORK**

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

#### **ARTICLE 29 - ANNULMENT OF CONTRACT**

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof

or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the owner the amount of said excess.

### **ARTICLE 30 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT**

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the contractor, or if the owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the owner and the designer, may suspend operations on the work or terminate the contract.
- b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract plus 10 percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

### **ARTICLE 31 - REQUEST FOR PAYMENT**

- a. Not later than the fifth day of the month, the contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
  1. Total of contract including change orders.
  2. Value of work completed to date.
  3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor's work has been satisfactorily completed on schedule, with approval of the owner and the State Construction Office and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
  4. Less previous payments.
  5. Current amount due.
- b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
- c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the

value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.

- d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer, owner and the State Construction Office and located as close to the site as possible. The warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer, owner and SCO of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the contractor. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer, the owner and the State Construction Office prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the State absolute right to possession of the materials at anytime. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).
- e. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of the State Construction Office to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

## **ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT**

- a. Within five (5) days from receipt of request for payment from the contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the contractor and the owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
1. Claims arising from unsettled liens or claims against the contractor.
  2. Faulty work or materials appearing after final payment.
  3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.

4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the contractor shall fully comply with all requirements specified in the “project closeout” section of the specifications. These requirements include but not limited to the following:
  1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the owner).
  2. Transfer of Required attic stock material and all keys in an organized manner.
  3. Record of Owner’s training.
  4. Resolution of any final inspection discrepancies.
  5. Granting access to Contractor’s records, if Owner’s internal auditors have made a request for such access pursuant to Article 52.
- e. The contractor shall forward to the designer, the final application for payment along with the following documents:
  1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material suppliers.
  2. Affidavit of Release of Liens.
  3. Affidavit of contractors of payment to material suppliers and subcontractors. (See Article 36).
  4. Consent of Surety to Final Payment.
  5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by designer, certificates of compliance issued, and the contractor has complied with the closeout requirements. The designer shall forward the contractor’s final application for payment to the owner along with respective certificate(s) of compliance required by law.

### **ARTICLE 33 - PAYMENTS WITHHELD**

- a. The designer with the approval of the State Construction Office may withhold payment for the following reasons:
  1. Faulty work not corrected.

2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
  3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- b. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
    1. Claims filed against the contractor or evidence that a claim will be filed.
    2. Evidence that subcontractors have not been paid.
  - c. The Owner may withhold all or a portion of Contractor's general conditions costs set forth in the approved schedule of values, if Contractor has failed to comply with: (1) a request to access its records by Owner's internal auditors pursuant to Article 52; (2) a request for a plan of action and/or recovery schedule under Article 14.j or provide The Owner; (3) a request to provide an electronic copies of Contractor's baseline schedule, updates with all logic used to create the schedules in the original format of the scheduling software; and (4) Contractor's failure to have its Superintendent on the Project full-time; (
  - d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor in accordance with G.S. 143-134.1. As provided in G.S.143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

## ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

### a. **Worker's Compensation and Employer's Liability**

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

### b. **Public Liability and Property Damage**

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by



anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

**c. Property Insurance (Builder's Risk/Installation Floater)**

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

**d. Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

**e. Other Insurance**

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

**f. Proof of Carriage**

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

**ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND**

- a. Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

**ARTICLE 36 - CONTRACTOR'S AFFIDAVIT**

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or

liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterward, the contractor shall save the owner harmless.

#### **ARTICLE 37 - ASSIGNMENTS**

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the contractor under the contract may be assigned.

#### **ARTICLE 38 - USE OF PREMISES**

- a. The contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the designer and owner and shall not exceed those established limits in his operations.
- b. The contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The contractor(s) shall enforce the designer's and owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

#### **ARTICLE 39 - CUTTING, PATCHING AND DIGGING**

- a. The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No contractor shall endanger any work of another contractor by cutting, digging or other means. No contractor shall cut or alter the work of any other contractor without the consent of the designer and the affected contractor(s).

#### **ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS**

- a. The contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which maybe necessary and required for completion of the project including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the contractor's name until work has a final acceptance. The contractor will be solely responsible for all utility costs prior to final acceptance. Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the work of the utility companies during construction is the sole responsibility of the contractor.

- b. Meters shall be relisted in the owner's name on the day following final acceptance of the Project Expediter's work, and the owner shall pay for services used after that date.
- c. The owner shall be reimbursed for all metered utility charges after the meter is relisted in the owner's name and prior to completion and acceptance of the work of **all** contractors. Reimbursement shall be made by the contractor whose work has not been completed and accepted. If the work of two or more contractors has not been completed and accepted, reimbursement to the owner shall be paid by the contractors involved on the basis of assessments by the designer.
- d. Prior to the operation of permanent systems, the Project Expediter will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- e. All contractors shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the contractor(s), the designer and owner. Use of the equipment in this manner shall be subject to the approval of the Designer and owner and shall in no way affect the warranty requirements of the contractor(s).
- f. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- g. The electrical contractor shall have the building's permanent lighting system ready at the time the general contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. Each prime contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
  - 1. Prior to final acceptance of work by the State Construction Office, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
  - 2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.
  - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.
  - 4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the

equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.

5. The electrical contractor shall have all lamps in proper working condition at the time of final project acceptance.
  - i. The Project Expediter shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
  - j. The Project Expediter shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.
  - k. On multi-story construction projects, the Project Expediter shall provide temporary elevators, lifts, or other special equipment for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the Project Expediter's bid.
  - l. The Project Expediter will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the names of prime contractors on the project, and the name of the designer and consultants. Directional signs may be erected on the owner's property subject to approval of the owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the owner.

#### **ARTICLE 41 - CLEANING UP**

- a. The contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer or Project Expediter. The Project Expediter shall provide an on site refuse container(s) for the use of all contractors. Each contractor shall remove their rubbish and debris from the building on a daily basis. The Project Expediter shall broom clean the building as required to minimize dust and dirt accumulation.
- b. The Project Expediter shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, each contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the owner, with no cleaning required by the owner.

#### **ARTICLE 42 - GUARANTEE**

- a. The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.

- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

#### **ARTICLE 43 - CODES AND STANDARDS**

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

#### **ARTICLE 44 - INDEMNIFICATION**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the contractor, the contractor's subcontractor, or the agents of either the contractor or the contractor's subcontractor. Such obligation 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 described in this article.

#### **ARTICLE 45 - TAXES**

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

#### **ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

#### **ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES**

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

#### **ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)**

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard.

Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos Abatement* from the State Construction Office is to be incorporated in all asbestos abatement projects for the Capital Improvement Program.

#### **ARTICLE 49 - MINORITY BUSINESS PARTICIPATION**

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix E are hereby incorporated into and made a part of this contract.

#### **ARTICLE 50 – CONTRACTOR EVALUATION**

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State capital improvement projects. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The owner may request the contractor's comments to evaluate the designer.

#### **ARTICLE 51 – GIFTS**

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner's employees, Owner's project representatives (architect, engineers, construction manager and their employees), employees of the State Construction Office and/or any other State employee that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

#### **ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS**

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or

relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

## ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT

The North Carolina False Claims Act ("NCFCA"), N.C. Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment its submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA "is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim." (Section 1-605(b).) A contractor's liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

- A "claim" is "[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made to a contractor ... if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor ... for any portion of the money or property which is requested or demanded." (Section 1-606(2).)
- "Knowing" and "knowingly." – Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)
- "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)
- Liability. – "Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:]. ... (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) ..." (Section 1-607(a)(1), (2).)



- The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section 1-616(c).)

Finally, the contracting state agency, institution, university or community college may refer any suspected violation of the NCFCA by the Contractor to the Attorney General's Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Contractor under the NCFCA. The Attorney General's investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this Contract. (See Section 1-608(a).)

#### **ARTICLE 54 – TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF THE CONTRACT**

### **PART 1 - GENERAL CONDITIONS OF THE CONTRACT**

#### **1.1 ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND**

- A. 7.1.1.1 Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

#### **1.2 ARTICLE 14 – CONSTRUCTION SUPERVISION AND SCHEDULE**

- A. 14.f: If the project is a single prime construction contract, the single prime contractor by default is the project expeditor. See General Conditions Article 1.i.
- B. 14g: Delete the references to a CPM Schedule. The schedule for this project is only required to be a Bar Chart Schedule. See Section 01 3100.
- C. 14j: Delete the references to a CPM Schedule. The schedule for this project is only required to be a Bar Chart Schedule. See Section 01 3100.

#### **1.3 ARTICLE 23 – TIME FOR COMPLETION, DELAYS, EXTENSIONS OF TIME**

- A. Article 23.a: The time for completion of the Work shall be 180 consecutive calendars days from the date of the Notice to Proceed to Final Acceptance.
- B. Article 23.b: Liquidated damages shall accrue at the rate of \$500.00 per day for each calendar day in excess of the number of calendar days designated in Article 23.a.

#### **1.4 ARTICLE 35 – PERFORMANCE BOND AND PAYMENT BOND**

- A. If an awarded bid is over three hundred thousand dollars (\$300,000), the contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form provided by the state. An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

#### **1.5 ARTICLE 38 – USE OF PREMISES**

- A. Article 38.d: Contractor shall post a sign indicating Firearms are prohibited on the construction site.

**END OF DOCUMENT**

## **NCDPS CENTRAL ENGINEERING SPECIAL CONDITIONS DOCUMENT**

### **PART 1 - SPECIAL CONDITIONS**

#### **1.1 DEFINITIONS**

- A. The definition of the word "Contractor" used throughout this informal contract agreement is hereby defined as the "Bidding Contractor Installer, Manufacturer, Supplier, Trainer, and Warrantor."
- B. The definition of the word "Subcontractor" used throughout this contract agreement is hereby defined as any third party under contractual agreement with the "Contractor."
- C. 14.j: Delete the references to a CPM Schedule. The schedule for this project is only required to be a Bar Chart Schedule. See Section 01 3100.

#### **1.2 CONFIDENCE IN BID PROPOSAL**

- A. It is understood and agreed that, by submitting a bid, the Contractor has examined these contract documents, drawings and specifications and has visited the site of the work and has satisfied himself relative to the work to be performed

#### **1.3 HUB REQUIREMENTS**

- A. NCDPS requires that, for construction contracts with a value of \$5000 or greater, the contractor shall comply with the document Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E.
- B. These forms provided herein are hereby incorporated and made a part of this contract. A bidder's failing to comply with this requirement will be considered non-responsive and will result in bid rejection.
- C. The NCDPS imposed contract threshold of \$5000 for HUB recruitment supersedes any reference to a higher threshold that may be noted in the bid documents, within referenced documents, or within any regulatory requirement.

#### **1.4 SAFETY REQUIREMENTS**

- A. The Contractor shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required for any damage to the Owner's property, or that of others on the job, by himself, or personnel or his contractors, and shall make good such damages.
- B. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- C. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He

shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

#### 1.5 LIABILITY AND PROPERTY DAMAGE INSURANCE REQUIREMENTS

- A. The Contractor shall not commence work until he has obtained all insurance required, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.
- B. The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance, or all employees employed at the site of the project under his contract.
- C. The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
  - 1. Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.
- D. The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- E. The insurance certificate, in the "Description and Operations" block, shall identify the following:
  - 1. Job Services Description: Generator Install
  - 2. NCDPS Job Order Number: 4245
  - 3. NCDPS Contract Number: C11431
- F. Each Certificate of Insurance shall bear the provision that the policy cannot be cancelled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.
  - 1. The North Carolina Attorney General's Office in concurrence with the Department of Insurance has developed the following acceptable and required verbiage concerning the cancellation of insurance coverage.
  - 2. Contractor to provide insurance certificate(s) to this office with language appropriately inserted in the insurance certificate block provided for Special Provisions, as follows: "Notwithstanding the preprinted cancellation provisions on this form, coverages afforded under the policies will not be cancelled, reduced in amount nor will any coverages be eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner, of such alteration or cancellation."
  - 3. This language can be continued on an attached and properly titled continuation sheet as long as the first clause ("Notwithstanding.... form,") is on the face of the form or if space will not allow, then at a minimum, insert in the block for Special Provisions, "Cancellation and notice provisions on the attached endorsements control over language on this form." Then attach the required language provided in 2 above.

4. The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

#### 1.6 APPLICATIONS FOR PAYMENT AND INVOICES

- A. Final Application for Payment - The Final Payment Application shall be accompanied by the contractor's affidavit. The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- B. Executed contract documents, insurance certification and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:
  1. Ms. Kim Owoh; NCDPS Central Engineering; 2020 Yonkers Road; MSC 4216; Raleigh, NC 27699 by mail and a scanned copy to [taylor.oldham@ncdps.gov](mailto:taylor.oldham@ncdps.gov).
  2. It is imperative that contract documents, invoices, etc., be sent only to this address in order to assure proper and timely delivery and handling.

#### 1.7 CONTRACTOR USE OF PROPERTY

- A. Use of Site may be restricted. Work hours are limited to 8:00AM to 5:00PM Monday through Friday. Specific site access requirements will be discussed at the Pre-Bid Meeting.
- B. See section **SECURITY REQUIREMENTS**.

#### 1.8 COVID REQUIREMENTS

- A. Mask Use – All visitors are required to wear a cloth covering that covers the nose and mouth at all times that they are on state property.
- B. Social Distancing – Whenever possible maintain social distancing of a minimum of six feet from any other person on state property.
- C. Temperature Check – All visitors will be subject to a temperature check prior to entering an institution.
- D. Medical Questions Before Entry - Visitors may be asked the following COVID 19 related questions:
  1. Have you or anyone in your household had any of the following symptoms in the last 21 days: sore throat, cough, chills, body aches for unknown reasons, shortness of breath for unknown reasons, loss of smell, loss of taste, fever at or greater than 100 degrees Fahrenheit?
  2. Have you or anyone in your household been tested for COVID-19?
  3. Have you or anyone in your household visited or received treatment in a hospital, nursing home, long-term care, or other health care facility in the past 30 days?
  4. Have you or anyone in your household traveled in the U.S. in the past 21 days?
  5. Have you or anyone in your household traveled on a cruise ship in the last 21 days?
  6. Are you or anyone in your household a health care provider or emergency responder?
  7. Have you or anyone in your household cared for an individual who is in quarantine or is a presumptive positive or has tested positive for COVID-19?
  8. Do you have any reason to believe you or anyone in your household has been exposed to or acquired COVID-19?
  9. Do you have any reason to believe you or anyone in your household has been exposed to or acquired COVID-19?

END OF DOCUMENT

# SECURITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes North Carolina Department of Public Safety (NCDPS) Security Requirements for Contractors while working on NCDPS property.
- B. The purpose of this document is to provide SECURITY requirements for the Contractor and his Subcontractors. Depending on the scope of work and location not all rules may apply. At the pre-construction conference these requirements will be reviewed.
- C. Related Requirements:
  - 1. Division 01 Section "01 5000" for Temporary Facilities and Controls.

### 1.2 SECURITY CLEARANCE AND REQUIREMENTS

- A. Security Clearance - All persons entering a North Carolina Department of Public Safety (NCDPS) property MUST provide and executed "Contractor NC Department of Public Safety Criminal History Record Check Form HR 004" and receive approval for entry.
  - 1. At least seven days prior to their appearance at the DPS facility to start work, the Contractor is requested to provide in writing on the "NC Department of Public Safety Criminal History Record Check Form HR 004," the following information for all crew members and supervisors who will be working on this project at the site. including subcontractors and their personnel; employee's name, Social Security number and driver's license number. The NCDPS will perform, or have performed, a security check of the prospective Contractor employee. If the Contractor is informed that any of these persons are declared undesirable by the NCDPS, this person will not be allowed to work on this construction project. The NCDPS reserves the right to deny entry to any employee of the Contractor or his subcontractors, if the NCDPS feels security of the facility will be compromised in any way. Every person entering the NCDPS facility will be required to present photo identification every time they enter and leave the facility.
  - 2. The "NC Department of Public Safety Criminal History Record Check Form HR 004," is located immediately following this Section.
  - 3. The NCDPS project manager will provide the awarded contractor with contact and transmittal information specific to the facility where the work will be conducted. The facility will assign one point of contact to receive, process and notify all parties of security clearances. The contractor shall transmit completed HR 004 forms only to the facility contact provided by the NCDPS project manager.
- B. Security Requirements - All persons entering a NCDPS property must thoroughly read this Section, understand the content, and sign the "Signature Form". It is the responsibility of the Supervisor for the Contractor to ensure that this document is read and understood, that signatures are obtained, and that copies are maintained at the job site at all times. Signatures are required for Contractor and their Subcontractor's supervision and employees who enter the NCDPS property.
  - 1. "Signature Form" is located at the end of this Section.

### 1.3 ASSIGNED REPRESENTATIVES

- A. Assigned Contractor Representative - The Supervisor for the Contractor, (to be named at pre-construction conference) is to act as spokesperson and liaison between the Contractor and the North Carolina Department of Public Safety, here-in-after referred to as the NCDPS.
- B. NCDPS Representative – This representative will be named at pre-construction conference and will be the on-site NCDPS representative for this project.
- C. Communications - All communications regarding security between the Contractor and the NCDPS are to be handled through these representatives. This NCDPS representative or his designee will be responsible for contacting the Superintendent or the Assistant Superintendent of the NCDPS facility, concerning operations and security issues as they relate to the performance of this project.
  - 1. The Contractor shall submit to the designated NCDPS representative at his earliest convenience the name of the Job Superintendent and a responsible person or contact in the home office. A general crew number size should be provided to the NCDPS representative and notification should be given if the crew size will fluctuate by a large amount during any special work period.
  - 2. Anytime any Subcontractor is on site, the Contractor must provide supervision.
- D. The Designer is to be contacted for all other inquires relating to the contract and contract documents, i.e., drawings and specifications.

#### **1.4 CONDUCT REQUIREMENTS**

- A. Roaming around the NCDPS property is not permitted and may result in that person being escorted from the site and revocation of the security clearance.
- B. All Contractor personnel are expected to observe proper conduct on the job site. Indecent language, acts or dress will not be tolerated. Shirts are required at all times. Anyone guilty of such violations will be immediately removed from the property.
- C. The Contractor is reminded that no food or canteen type items will be available to construction personnel through the NCDPS.
- D. Contractor is reminded that any dealings with the media or press while on site shall be approved or otherwise addressed by the NCDPS representative or his designee.
- E. Noise must be kept minimal or as reasonably achievable.
- F. Contraband - The Contractor is instructed that it is a violation of North Carolina law to allow any person to bring firearms, alcoholic beverages of any type, or drugs other than those prescribed by a doctor onto the premises including the parking lot of a NCDPS property.
- G. Inmate Fraternalization - The Contractor is instructed that no construction personnel are to communicate in any way with inmate personnel of the facility. Construction personnel are also requested to remain within the construction area at all times during working hours. Communication with inmate personnel” shall include but not be limited to the following:
  - 1. Borrowing from or lending anything to an offender
  - 2. Accept any gift/personal service from an offender, unless authorized by law, or give gifts or personal service
  - 3. Tip an offender
  - 4. Sell or give any offender any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician and approval of the Superintendent or designee

5. Convey to or from an offender any letters or oral messages or any instrument or weapon by which to affect an escape, or that will aid in an assault or riot
  6. Trade with an offender for clothing or stolen goods
  7. Sell to an offender any article forbidden by Division of Prisons
  8. Use abusive, indecent or profane language, or profane gestures, in the presence of an offender
  9. Curse an offender
  10. Knowingly make or maintain contact with or in any way associate with a member of an offender's family or close associates, unless duties so require or authorization to do so have been obtained by the Division Director or designee
  11. Engage in sexual relations of any kind with an offender
  12. Knowingly enter into a business relationship with an offender or their family member of close associate
- H. Smoking - Smoking is prohibited in mechanical rooms. Smoking will only be permitted in areas designated by the NCDPS.
- I. Tool Control - The Contractor will be responsible for control and accountability of all of his tools, equipment, and materials of construction.
1. As few tools as possible to accomplish the required work should be brought into the NCDPS facility.
  2. Some of the Contractor's tools may be subject to special restrictions such as all cordless powder activated tools and tools classified by the NCDPS as **hazardous or Class "A"**. The Contractor should control those tools carefully, and account for them daily, and remove them, or secure them to the satisfaction of the NCDPS Representative at the end of each working day.
    - a. Class "A" tools are tools that can be used by inmates either in effecting an escape or in causing serious injury or death to either staff, visitors, or other inmates and include, but are not limited to:
      - 1) Ladders
      - 2) Jacks
      - 3) Hacksaw Blades
      - 4) Pipe Wrenches
      - 5) Knives
      - 6) Metal Cutting Equipment
      - 7) Wire Cutters
      - 8) Files
      - 9) Cutting Torches and Cutting Tips
      - 10) Pipe Cutters and Bolt Cutters
      - 11) Axes/Emery Wheels and Drill Bits
      - 12) Portable Grinders or Similar Machines
  3. The NCDPS reserves the right to request all tools be removed at the completion of each workday. A list of tools classified as hazardous or Class A is attached See the NCDPS site representative for further requirements.
- J. Photography - The Contractor so desiring may take progress pictures of construction; however, the Contractor is warned that to photograph an inmate of a correctional facility without permission is a violation of North Carolina law.
- K. Vehicle Keys - Vehicle keys for Contractor's vehicles parked within the facility shall be housed at the Gate House or officer station at the entrance or area designated by the NCDPS representative. Vehicles or equipment frequently moved within the facility for the performance of work shall have the keys stored at an approved location under NCDPS Custody control when the vehicle is not in use.

## 1.5 WORKING HOURS



- A. A definite consistent time pattern of working days and hours is to be established and agreed upon between the Contractor and the NCDPS facility consistent with the contract. In the event that a job condition requires a variation of these hours on a day-to-day basis, or work on a weekend, it is requested that the Contractor notify the NCDPS site representative of the necessary change in working hours as far in advance as practical. The NCDPS reserves the right to deny a variation of the standard work hours and especially a Contractor's request to work on a weekend may be subject to be denied.

## 1.6 USE OF PROPERTY

- A. The site is to be organized and debris minimized. It is important that all construction debris be controlled and kept from any area accessible to an inmate unless it is under direct and constant observation. Any spills of chemicals or fuel by the Contractor will be his to clean and properly dispose of. The Contractor is required to report any spills to the NCDPS.
- B. The Contractor shall notify the NCDPS of any hazardous materials / chemicals to be brought on site.
- C. Storage and Staging Areas - On-site storage is limited and shall be allocated, and approved by the NCDPS Site representative at the beginning of the job.
  - 1. The Contractor shall use extreme caution when moving equipment in or out of the project site and buildings and shall coordinate these activities with the NCDPS Site Representative.
  - 2. Absolutely no shipments of materials, etc., will be received or cared for by any NCDPS personnel at the facility. Shipments coming into the site after working hours will not be received and will be sent back for delivery the next working day.
- D. Existing Drives, Parking, and Roadways - The driveways and roadways around the property are not to be blocked completely at any time during the course of the project. Keep streets clean, free of mud and debris on a timely basis. Any blockage of streets or roadways is to be coordinated with the NCDPS.
  - 1. Unless otherwise addressed by an approved contract, damage to sidewalks, driveways, or other conveyance, and underground utilities, will be the responsibility of the Contractor to repair.
  - 2. A specific parking area will be set aside for the construction personnel and the Contractor must assist in enforcing that all construction personnel park within this area. All vehicles must be locked at all times and no keys left in any vehicle at any time.
- E. Toilet Facilities - The Contractor and the NCDPS representative will establish appropriate restroom usage protocol for the contractor's staff while on site.
- F. Utility Disruptions - Site emergency water cut-off locations are available upon request. Utility disruptions required by the job shall be coordinated with the NCDPS before the disruption at least 48 hours in advance. Special circumstances may require this notification to be extended.
  - 1. The Contractor is responsible for the repair of any utility or service disturbed or disconnected.
  - 2. Restoration of utility service is expected within the same day unless alternate arrangements have been accepted by the NCDPS.
- G. Temporary Controls - The Contractor will use orange mesh fencing or other approved means to segregate and control the work area.

**Signature Page (See Article 1.2.B)**

**SIGNATURES:** To be signed after reading, or receiving an explanation, of the above security rules.  
(Note 1.):

Contractor Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Crew Member: \_\_\_\_\_ Date: \_\_\_\_\_

Crew Member: \_\_\_\_\_ Date: \_\_\_\_\_

Crew Member: \_\_\_\_\_ Date: \_\_\_\_\_

Crew Member: \_\_\_\_\_ Date: \_\_\_\_\_

Crew Member: \_\_\_\_\_ Date: \_\_\_\_\_

Crew Member: \_\_\_\_\_ Date: \_\_\_\_\_

Crew Member: \_\_\_\_\_ Date: \_\_\_\_\_

Crew Member: \_\_\_\_\_ Date: \_\_\_\_\_

**Notes:**

1. Required for Contractor and their Subcontractor's supervision and employees who enter the NCDPS facility. Copy this signature sheet as required.



# North Carolina Department of Public Safety

## Central Engineering



### NC Department of Public Safety Criminal History Record Check

#### Section I (To be completed by Manager or designee)

Division \_\_\_\_\_ Section \_\_\_\_\_

Manager Name \_\_\_\_\_ Phone # \_\_\_\_\_

Purpose:  Employment  Intern  
 Investigation  Volunteer

#### Section II (Completed by Applicant/Employee)

Information is used for criminal history verification purposes. Only authorized employees and hiring authorities have access to submitted information.

**Full Name** Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

Maiden \_\_\_\_\_ ALL previously used last names \_\_\_\_\_

Race/Ethnic Origin \_\_\_\_\_ Description of "Other" \_\_\_\_\_

Date of Birth \_\_\_\_\_ Full SSN \_\_\_\_\_ Driver's License State \_\_\_\_\_ Number \_\_\_\_\_

Place of Birth City \_\_\_\_\_ State \_\_\_\_\_ High School City \_\_\_\_\_ State \_\_\_\_\_

Female  
 Male Height Feet \_\_\_\_\_ Inches \_\_\_\_\_ Weight \_\_\_\_\_ Color of Hair \_\_\_\_\_ Eyes \_\_\_\_\_

List/describe all scars/tattoos/marks (if none, enter N/A)

Have you ever been employed by NCDPS/Division of (Check all that apply and complete items below):  AC/JJ  Admin.  LE

No  Yes If "Yes," enter dates: Start \_\_\_\_\_ End \_\_\_\_\_

No  Yes If "Yes," enter dates: Start \_\_\_\_\_ End \_\_\_\_\_

**NOTE:** Enter **CURRENT ADDRESS** in the first line of the table below. If you have lived at your "Current Address" for less than five (5) years, you **must** enter all previous addresses to cover a minimum of five (5) years. If additional space is required, enter the information on the back of this form.

Street	City	State	Zip	County

I verify that the information provided is true, accurate and complete to the best of my knowledge.

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

#### Section III (DCI Operator Use Only)

Date of Request \_\_\_\_\_

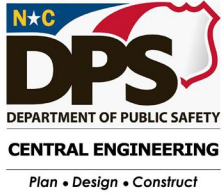
Possible Record  Pending  Unserved  Disposed

Clean Record - No convictions / No traffic violations  
 Clean Record other than Minor traffic violations (list below).

DCI Operator's Name \_\_\_\_\_

SID # \_\_\_\_\_ FBI# \_\_\_\_\_

Date DCI Completed \_\_\_\_\_



# North Carolina Department of Public Safety

## Central Engineering

### FORM OF PROPOSAL

Troop B LP Gas Generator

Contract: C11431

State Highway Patrol Garage

Bidder: \_\_\_\_\_

SCO ID#21-23584-01A

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

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder proposes and agrees if this proposal is accepted to contract with the

***State of North Carolina through the Department of Public Safety***

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

**NCDPS-JO# 4245: PROVIDE AND INSTALL NEW 50KW LP GAS GENERATOR, 200A SE RATED DISCONNECT SWITCH, 200A AUTOMATIC TRANSFER SWITCH AND ASSOCIATED WIRING AND CONDUIT TO FEED ENTIRE STATE HIGHWAY PATROL GARAGE AS SHOWN ON THE PLANS AND SPECIFICATION.**

in full in complete accordance with the plans, specification and contract documents, to the full and entire satisfaction of the State of North Carolina, and the

***Department of Public Safety***

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

**SINGLE PRIME CONTRACT:**

Base Bid:

\_\_\_\_\_ Dollars (\$)

General Subcontractor:

Electrical Subcontractor:

\_\_\_\_\_ Lic \_\_\_\_\_

\_\_\_\_\_ Lic \_\_\_\_\_

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

## **MINORITY BUSINESS PARTICIPATION REQUIREMENTS**

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*Provide with the bid* - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

**NOTE:** A contractor that performs all of the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

*After the bid opening* - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

**\* OR \***

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

# Proposal Signature Page

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The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

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

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

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

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 8 \_\_\_\_\_

## MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

### APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: <http://www.nc-sco.com>

### MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

**OR**

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

**OR**

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**

## **MINIMUM COMPLIANCE REQUIREMENTS:**

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the State whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- (5) Attending any prebid meetings scheduled by the public owner.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.





# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

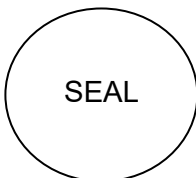
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

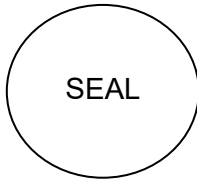
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.  
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
 (Name of Bidder)

\_\_\_\_\_ (Project Name)  
 Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

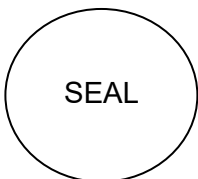
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
 (Name of Bidder)

Project ID# \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

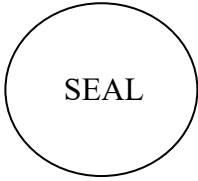
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**APPENDIX E**

**MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

\_\_\_\_\_ Title

\_\_\_\_\_ Signature

**SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT**



# Technical Specifications

## Troop B LP Gas Generator

State Highway Patrol Garage  
3467 US Highway 701 S  
Clarkton, NC 28433

North Carolina Department of Public Safety  
Central Engineering Division

**DPS Job Order No. 4245**  
**SCO ID No. 21-23584-01A**  
**DPS Contract: C11431**



SECTION 231126 - FACILITY LIQUEFIED-PETROLEUM GAS PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Pipes, tubes, and fittings.
  - 2. Piping specialties.
  - 3. Piping and tubing joining materials.
  - 4. Valves.
  - 5. Pressure regulators.
  - 6. Storage containers.
  - 7. Concrete bases.

1.3 DEFINITIONS

- A. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- B. LPG: Liquefied-petroleum gas.

1.4 PERFORMANCE REQUIREMENTS

- A. Minimum Operating-Pressure Ratings:
  - 1. For Piping Containing Only Vapor:
    - a. Piping and Valves: 125 psig unless otherwise indicated.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of the following:
  - 1. Piping specialties.
  - 2. Corrugated stainless-steel tubing with associated components.

3. Valves. Include pressure rating, capacity, settings, and electrical connection data of selected models.
4. Pressure regulators. Indicate pressure ratings and capacities.
5. Dielectric fittings.
6. Storage containers.

#### 1.6 CLOSEOUT SUBMITTALS

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

#### 1.7 QUALITY ASSURANCE

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

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store pipes and tubes with protective PE coating to avoid damaging coating and protect from direct sunlight.
- C. Protect stored PE pipes and valves from direct sunlight.

#### 1.9 COORDINATION

- A. Coordinate sizes and locations of concrete bases with actual equipment provided.

### PART 2 - PRODUCTS

#### 2.1 PIPES, TUBES, AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel, Schedules 40 and 80, Type E or S, Grade B.
  1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
  2. Wrought-Steel Welding Fittings: ASTM A 234/A 234M for butt welding and socket welding.

3. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.
4. Protective Coating for Underground Piping: Factory-applied, three-layer coating of epoxy, adhesive, and PE.
  - a. Joint Cover Kits: Epoxy paint, adhesive, and heat-shrink PE sleeves.
- B. Corrugated, Stainless-Steel Tubing: Comply with ANSI/IAS LC 1.
  1. Tubing: ASTM A 240/A 240M, corrugated, Series 300 stainless steel.
  2. Coating: PE with flame retardant.
    - a. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
      - 1) Flame-Spread Index: 25 or less.
      - 2) Smoke-Developed Index: 50 or less.
  3. Fittings: Copper-alloy mechanical fittings with ends made to fit and listed for use with corrugated stainless-steel tubing and capable of metal-to-metal seal without gaskets. Include brazing socket or threaded ends complying with ASME B1.20.1.
  4. Striker Plates: Steel, designed to protect tubing from penetrations.
  5. Manifolds: Malleable iron or steel with factory-applied protective coating. Threaded connections shall comply with ASME B1.20.1 for pipe inlet and corrugated tubing outlets.
  6. Operating-Pressure Rating: 5 psig.
- C. Annealed-Temper Copper Tube: Comply with ASTM B 88, Type L.
  1. Copper Fittings: ASME B16.22, wrought copper, and streamlined pattern.
  2. Protective Coating for Underground Tubing: Factory-applied, extruded PE a minimum of 0.022 inch thick.
- D. PE Pipe: ASTM D 2513, SDR 11.
  1. PE Fittings: ASTM D 2683, socket-fusion type or ASTM D 3261, butt-fusion type with dimensions matching PE pipe.
  2. PE Transition Fittings: Factory-fabricated fittings with PE pipe complying with ASTM D 2513, SDR 11; and steel pipe complying with ASTM A 53/A 53M, black steel, Schedule 40, Type E or S, Grade B.
  3. Anodeless Service-Line Risers: Factory fabricated and leak tested.
    - a. Underground Portion: PE pipe complying with ASTM D 2513, SDR 11 inlet.
    - b. Casing: Steel pipe complying with ASTM A 53/A 53M, Schedule 40, black steel, Type E or S, Grade B with corrosion-protective coating covering.
    - c. Aboveground Portion: PE transition fitting.
    - d. Outlet shall be threaded or flanged or suitable for welded connection.

- e. Tracer wire connection.
- f. Ultraviolet shield.
- g. Stake supports with factory finish to match steel pipe casing or carrier pipe.

## 2.2 PIPING SPECIALTIES

### A. Appliance Flexible Connectors:

- 1. Outdoor, Appliance Flexible Connectors: Comply with ANSI Z21.75.
- 2. Corrugated stainless-steel tubing with polymer coating.
- 3. Operating-Pressure Rating: 0.5 psig.
- 4. End Fittings: Zinc-coated steel.
- 5. Threaded Ends: Comply with ASME B1.20.1.
- 6. Maximum Length: 72 inches

### B. Y-Pattern Strainers:

- 1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
- 2. End Connections: Threaded ends for NPS 2 and smaller.
- 3. Strainer Screen: 40-mesh startup strainer and perforated stainless-steel basket with 50 percent free area.
- 4. CWP Rating: 125 psig.

### C. Weatherproof Vent Cap: Cast- or malleable-iron increaser fitting with corrosion-resistant wire screen, with free area at least equal to cross-sectional area of connecting pipe and threaded-end connection.

## 2.3 JOINING MATERIALS

### A. Joint Compound and Tape: Suitable for LPG.

### B. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

### C. Brazing Filler Metals: Alloy with melting point greater than 1000 deg F complying with AWS A5.8/A5.8M.

## 2.4 MANUAL GAS SHUTOFF VALVES

### A. See "Aboveground Manual Gas Shutoff Valve Schedule" Articles for where each valve type is applied in various services.

### B. General Requirements for Metallic Valves, NPS 2 and Smaller for Vapor Service: Comply with ASME B16.33.

- 1. CWP Rating: 125 psig.
- 2. Threaded Ends: Comply with ASME B1.20.1.

3. Dryseal Threads on Flare Ends: Comply with ASME B1.20.3.
4. Tamperproof Feature: Locking feature for valves indicated in "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
5. Listing: Listed and labeled by an NRTL acceptable to authorities having jurisdiction for valves 1 inch and smaller.
6. Service Mark: Valves 1-1/4 inch to NPS 2 shall have initials "WOG" permanently marked on valve body.

C. Two-Piece, Full-Port, Bronze Ball Valves with Bronze Trim: MSS SP-110.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. A.Y. McDonald Mfg. Co.
  - b. Apollo Valves; a part of Aalberts Integrated Piping Systems.
  - c. BrassCraft Manufacturing Co.; a Masco company.
2. Body: Bronze, complying with ASTM B 584.
3. Ball: Chrome-plated bronze.
4. Stem: Bronze; blowout proof.
5. Seats: Reinforced TFE; blowout proof.
6. Packing: Threaded-body packnut design with adjustable-stem packing.
7. Ends: Threaded, flared, or socket as indicated in "Underground Manual Gas Shutoff Valve Schedule" and "Aboveground Manual Gas Shutoff Valve Schedule" Articles.
8. CWP Rating: 600 psig.
9. Listing: Valves NPS 1 and smaller shall be listed and labeled by an NRTL acceptable to authorities having jurisdiction.
10. Service: Suitable for LPG service with "WOG" indicated on valve body.

2.5 PRESSURE REGULATORS

A. General Requirements:

1. Single stage and suitable for LPG.
2. Steel jacket and corrosion-resistant components.
3. Elevation compensator.
4. End Connections: Threaded for regulators NPS 2 and smaller.

B. Service Pressure Regulators: Comply with ANSI Z21.80.

1. Body and Diaphragm Case: Cast iron or die-cast aluminum.
2. Springs: Zinc-plated steel; interchangeable.
3. Diaphragm Plate: Zinc-plated steel.
4. Seat Disc: Nitrile rubber resistant to gas impurities, abrasion, and deformation at the valve port.
5. Orifice: Aluminum; interchangeable.
6. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.

7. Single-port, self-contained regulator with orifice no larger than required at maximum pressure inlet and no pressure sensing piping external to the regulator.
8. Pressure regulator shall maintain discharge pressure setting downstream and not exceed 150 percent of design discharge pressure at shutoff.
9. Overpressure Protection Device: Factory mounted on pressure regulator.
10. Atmospheric Vent: Factory- or field-installed, stainless-steel screen in opening if not connected to vent piping.
11. Maximum Inlet Pressure: 100 psig.

C. Line Pressure Regulators: Comply with ANSI Z21.80.

1. Body and Diaphragm Case: Cast iron or die-cast aluminum.
2. Springs: Zinc-plated steel; interchangeable.
3. Diaphragm Plate: Zinc-plated steel.
4. Seat Disc: Nitrile rubber resistant to gas impurities, abrasion, and deformation at the valve port.
5. Orifice: Aluminum; interchangeable.
6. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.
7. Single-port, self-contained regulator with orifice no larger than required at maximum pressure inlet and no pressure sensing piping external to the regulator.
8. Pressure regulator shall maintain discharge pressure setting downstream and not exceed 150 percent of design discharge pressure at shutoff.
9. Overpressure Protection Device: Factory mounted on pressure regulator.
10. Atmospheric Vent: Factory- or field-installed, stainless-steel screen in opening if not connected to vent piping.
11. Maximum Inlet Pressure: 10 psig.

D. Appliance Pressure Regulators: Comply with ANSI Z21.18.

1. Body and Diaphragm Case: Die-cast aluminum.
2. Springs: Zinc-plated steel; interchangeable.
3. Diaphragm Plate: Zinc-plated steel.
4. Seat Disc: Nitrile rubber.
5. Seal Plug: Ultraviolet-stabilized, mineral-filled nylon.
6. Factory-Applied Finish: Minimum three-layer polyester and polyurethane paint finish.
7. Regulator may include vent limiting device, instead of vent connection, if approved by authorities having jurisdiction.
8. Maximum Inlet Pressure: 2 psig.

## 2.6 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

B. Dielectric Unions:

1. Description:
  - a. Standard: ASSE 1079.
  - b. Pressure Rating: 125 psig minimum at 180 deg F.

- c. End Connections: Solder-joint copper alloy and threaded ferrous.

## 2.7 STORAGE CONTAINERS

- A. Description: Factory fabricated, complying with requirements in NFPA 58 and ASME Boiler and Pressure Vessel Code and bearing the ASME label. Tanks shall be rated for 250-psig minimum working pressure.
  1. Liquid outlet and vapor inlet and outlet connections shall have shutoff valves with excess-flow safety shutoff valves and bypass and back-pressure check valves with smaller than 0.039-inch drill-size hole to equalize pressure. Liquid-fill connection shall have backflow check valve.
    - a. Connections: Color-code and tag valves to indicate type.
      - 1) Liquid fill and outlet, red.
      - 2) Vapor inlet and outlet, yellow.
  2. Level gage shall indicate current level of liquid in the container. Gages shall also indicate storage container contents; e.g., "Butane," "50-50 LPG Mix," or "Propane."
  3. Pressure relief valves, type and number as required by NFPA 58, connected to vapor space and having discharge piping same size as relief-valve outlet and long enough to extend at least 84 inches directly overhead. Identify relief valves as follows:
    - a. Discharge pressure in psig .
    - b. Rate of discharge for standard air in cfm.
    - c. Manufacturer's name.
    - d. Catalog or model number.
  4. Container pressure gage.
  5. For outdoor installation, exposed metal surfaces mechanically cleaned, primed, and painted for resistance to corrosion.
  6. Stainless-Steel Nameplate: Attach to aboveground storage container or to adjacent structure for underground storage container.
    - a. Name and address of supplier or trade name of container.
    - b. Water capacity in gallons and liters.
    - c. Design pressure in psig (kPa).
    - d. Statement, "This container shall not contain a product having a vapor pressure in excess of 200 psig at 100 deg F."
    - e. Outside surface area in sq. ft. (sq. m).
    - f. Year of manufacture.
    - g. Shell thickness in inches (mm).
    - h. Overall length in feet (m).
    - i. OD in feet (m).
    - j. Manufacturer's serial number.
    - k. ASME Code label.

7. Felt support pads and two concrete or painted-steel saddles per storage container. Corrosion protection required at container-to-felt contact.

## 2.8 LABELING AND IDENTIFYING

- A. Detectable Warning Tape: Acid- and alkali-resistant PE film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored yellow.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine roughing-in for LPG piping system to verify actual locations of piping connections before equipment installation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 EARTHWORK

- A. Comply with requirements in Section 312000 "Earth Moving" for excavating, trenching, and backfilling.

### 3.3 PREPARATION

- A. Inspect LPG piping according to NFPA 58 and the International Fuel Gas Code to determine that LPG utilization devices are turned off in piping section affected.
- B. Comply with NFPA 58 and the International Fuel Gas Code requirements for prevention of accidental ignition.

### 3.4 OUTDOOR PIPING INSTALLATION

- A. Comply with NFPA 58 and the International Fuel Gas Code requirements for installation and purging of LPG piping.
- B. Install underground, LPG piping buried at least 36 inches below finished grade.
- C. Install underground, PE, LPG piping according to ASTM D 2774.
- D. Steel Piping with Protective Coating:



1. Apply joint cover kits to pipe after joining to cover, seal, and protect joints.
2. Repair damage to PE coating on pipe as recommended in writing by protective coating manufacturer.

E. Copper Tubing with Protective Coating:

1. Apply joint cover kits over tubing to cover, seal, and protect joints.
2. Repair damage to PE coating on pipe as recommended in writing by protective coating manufacturer.

F. Install fittings for changes in direction and branch connections.

G. Joints for connection to inlets and outlets on regulators, and valves may be threaded to match the equipment.

H. Install pressure gage downstream from each service regulator.

### 3.5 VALVE INSTALLATION

A. Install manual gas shutoff valve for each gas appliance ahead of corrugated stainless-steel tubing, aluminum, or copper connector.

B. Install regulators and overpressure protection devices with maintenance access space adequate for servicing and testing.

C. Install anode for metallic valves in underground PE piping.

### 3.6 PIPING JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs.

B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

C. Threaded Joints:

1. Thread pipe with tapered pipe threads complying with ASME B1.20.1.
2. Cut threads full and clean using sharp dies.
3. Ream threaded pipe ends to remove burrs and restore full ID of pipe.
4. Apply appropriate tape or thread compound to external pipe threads unless dryseal threading is specified.
5. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

D. Welded Joints:

1. Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators.
  2. Bevel plain ends of steel pipe.
  3. Patch factory-applied protective coating as recommended by manufacturer at field welds and where damage to coating occurs during construction.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Ch. 22, "Pipe and Tube."
- F. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
1. Plain-End Pipe and Fittings: Use butt fusion.
  2. Plain-End Pipe and Socket Fittings: Use socket fusion.

### 3.7 CONNECTIONS

- A. Install LPG piping electrically continuous, and bonded to gas appliance equipment grounding conductor of the circuit powering the appliance according to NFPA 70.
- B. Install piping adjacent to appliances to allow service and maintenance of appliances.
- C. Connect piping to appliances using manual gas shutoff valves and unions. Install valve within 72 inches of each gas-fired appliances and equipment. Install union between valve and appliances or equipment.
- D. Sediment Traps: Install tee fitting with capped nipple in bottom to form drip, as close as practical to inlet of each appliance.

### 3.8 STORAGE CONTAINER INSTALLATION

- A. Fill storage container to at least 80 percent capacity with propane.
- B. Install piping connections with swing joints or flexible connectors to allow for storage container settlement and for thermal expansion and contraction.
- C. Ground containers according to NFPA 780. Grounding is specified in Section 264113 "Lightning Protection for Structures."
- D. Set storage containers in felt pads on concrete or steel saddles. Install corrosion protection at container-to-felt contact.

### 3.9 LABELING AND IDENTIFYING

- A. Install detectable warning tape directly above gas piping, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 PAINTING

- A. Paint exposed, exterior metal piping, valves, service regulators, service meters and meter bars, earthquake valves, and piping specialties, except components with factory-applied paint or protective coating.
  - 1. Alkyd System: MPI EXT 5.1D.
    - a. Prime Coat: Alkyd anticorrosive metal primer.
    - b. Topcoat: Exterior alkyd enamel flat.
    - c. Color: Gray.
- B. Damage and Touchup: Repair marred and damaged factory-applied finishes with materials and by procedures to match original factory finish.

3.11 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base.
  - 1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
  - 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
  - 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
  - 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 5. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 6. Use 3000-psig, 28-day, compressive-strength concrete and reinforcement.

3.12 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
  - 1. Test, inspect, and purge LPG according to NFPA 58 and the International Fuel Gas Code and requirements of authorities having jurisdiction.
- C. LPG piping will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

**3.13 OUTDOOR PIPING SCHEDULE**

- A. Underground LPG vapor piping shall be one of the following:
  - 1. PE pipe and fittings joined by heat-fusion; service-line risers with tracer wire terminated in an accessible location.
  - 2. Schedule 40, steel pipe with wrought-steel fittings and welded joints. Coat pipe and fittings with protective coating for steel piping.
  - 3. Annealed-temper copper tube, Type L, with wrought-copper fittings and brazed joints. Coat pipe and fittings with protective coating for copper tubing.
  
- B. Aboveground LPG vapor piping shall be one of the following:
  - 1. Schedule 40, steel pipe with malleable-iron fittings and threaded joints.
  - 2. Schedule 40, steel pipe with wrought-steel fittings and welded joints.
  - 3. Annealed-temper copper tube, Type L, with wrought-copper fittings and brazed joints. Coat pipe and fittings with protective coating for copper tubing.
  
- C. Branch Piping in Cast-in-Place Concrete to Single Appliance: Annealed-temper copper, with wrought-copper fittings and brazed joints. Install piping embedded in concrete with no joints in concrete.

**3.14 ABOVEGROUND MANUAL GAS SHUTOFF VALVE SCHEDULE**

- A. Distribution piping valves for pipe NPS 2 and smaller shall be the following:
  - 1. Two-piece, full-port, bronze ball valves with bronze trim.
  
- B. Valves in branch piping for single appliance shall be the following:
  - 1. Two-piece, full-port, bronze ball valves with bronze trim.

END OF SECTION 231126

## SECTION 26 0100 GENERAL PROVISIONS

### PART 1 - GENERAL

#### 1.1 SCOPE

This Contractor shall provide all materials, equipment and labor necessary to install and set into operation the electrical equipment as shown on the Engineering Drawings and as contained herein.

#### 1.2 QUALITY ASSURANCE

- A. All work shall be in accordance with the latest edition of the North Carolina State Building Code and National Electric Code NFPA 70, 2017 edition.
- B. For all electrical inspections, contractor is responsible for notifying the Office of the State Electrical Inspector at the State Construction Office to schedule required inspections, including rough-in, above ceiling and final inspections. A "certificate of Approval" shall be obtained from the State Electrical Inspector after all work is completed."
- C. Wherever the words "Approved", Approval", and "Approved Equal" appear, it is intended that items other than the model numbers specified shall be subject to the approval of the Engineer.
- D. "Provide" as used herein shall mean that the Contractor responsible shall furnish and install said item or equipment. "Furnish" as used herein shall mean that the contractor responsible shall acquire and make available said item or equipment and that installation shall be by others. "Install" as used herein shall mean that the Contractor responsible shall make installation of items or equipment furnished by others.
- E. All material and equipment that the Contractor proposes to substitute in lieu of those specified shall be submitted to the Engineer ten (10) days prior to the bid date for evaluation. The submittal shall include a full description of the material or equipment and all pertinent engineering data required to substantiate the equality of the proposed item to that specified. Items that are submitted for approval after this date will not be accepted. Substitute material and equipment will not be deemed to be approved until notification is given in a written addendum prior to the bid date.
- F. Unless otherwise specified, all materials and equipment shall be NEMA Type 1 indoor, and NEMA Type 3R outdoors.

#### 1.3 SUBMITTALS

- A. Within twenty (20) days after notification of the award of the contract and written notice to begin work, the Contractor shall submit for approval to the Architect/Engineer a detailed list of equipment and materials, which he proposes to use. Items requiring submittal data for approval will be noted at this time. Six (6) sets of submittal data shall be provided for approval.
- B. Each submittal shall bear the approval of the contractor indicating that he has reviewed the data and found it to meet the requirements of the drawings and specifications as well as space limitations and other project conditions, before submittal to the Engineer for review. The submittals shall be clearly identified showing project name, manufacturer's catalog number and all necessary performance and fabrication data. All requirements, parameters, information, details and other information noted about submitted equipment in the specifications and on the drawings shall be specifically addressed in the submittal. Submittals that do not contain this information will be returned to the contractor for re-submittal. The same detailed submittal data shall be provided when items are to be considered as substitution for specified items. Acceptance for approval shall be in writing from the Engineer.

- C. Upon completion of the project, the Contractor shall submit to the Engineer a set of accurately marked-up plans indicating all changes encountered during the construction. These drawings shall remain on the project for its duration and shall be updated at the time changes are made. Final payment will be contingent on receipt of these "Record Drawings."
- D. The Contractor shall furnish four (4) bound sets of maintenance and operating instructions, parts lists, electrical circuit wiring diagrams, all submittal data, and sufficient manufacturer's literature to operate and maintain all equipment.
- E. The Contractor shall submit to the Engineer a duplicate set of final electrical inspection certificates prior to final payment.

#### **1.4 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. All material and equipment shall be delivered and unloaded by the Contractor within the project site as noted herein or as directed by the Owner.
- B. The Contractor shall protect all material and equipment from breakage, theft or weather damage. No material or equipment shall be stored on the ground. Any broken, damaged or weather damaged material or equipment shall be removed from the project site and replaced at the contractor's expense before installation.
- C. The material and equipment shall remain the property of the Contractor until the project has been completed and turned over to the Owner.

#### **1.5 WORKING CONDITIONS AND COORDINATION**

- A. The electrical contractor shall furnish safety switches not built into equipment. The electrical contractor shall review the plans and specifications of other trades to verify whether safety switches are furnished with equipment.
- B. All individual motor starters for mechanical equipment (fans, pumps, etc.) shall be furnished and installed under Division 22 and Division 23 unless indicated as a part of a motor control center or as indicated on electrical drawings. Motor starters for mechanical equipment provided in motor control centers shall be furnished under Division 26.
- C. The electrical contractor shall provide power wiring to a termination point consisting of a junction box, trough or gutter, starter or safety switch. The electrical contractor shall also furnish junction boxes, troughs and gutters. Final connections of the raceways and wire from those termination points to the equipment, except for food service equipment, shall be by the contractor furnishing the equipment. Final connections to food service equipment shall be by the contractor installing the equipment.
- D. The electrical contractor shall be responsible for installation of conduits, junction boxes and back boxes required for communication, fire alarm and security devices. Coordination with those trades is required for proper conduit installation.
- E. Pipe, conduit and duct chases required for installation of the work shall be provided by the General Contractor, unless otherwise noted. This Contractor shall be responsible for coordinating the location of all required chases.
- F. All work shall be coordinated with other trades. Cutting of new work due to this contractor's negligence and subsequent patching shall be approved by the Architect/Engineer and shall be at this contractor's expense with no extra cost to the Owner.

## 1.6 GUARANTEE

- A. Where extended warranties or guarantees are available from the manufacturer, the Contractor shall prepare the necessary contract documents to validate these warranties as required by the manufacturer and present them to the Owner.

## 1.7 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70, 2017 Edition.
- B. Furnish products listed and classified by third party agencies accredited by the NCBCC to label electrical and mechanical equipment as suitable for purpose specified and shown, where such listing exists.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

Materials and equipment shall be new, unless noted otherwise, of the highest grade and quality and free from defects or other imperfections. Materials and equipment found defective shall be removed and replaced at the Contractor's expense.

## PART 3 - EXECUTION

### 3.1 INSPECTION

If any part of this Contractor's work is dependent for its proper execution or for its subsequent efficiency or appearance on the character or conditions of contiguous work not executed by him, the Contractor shall examine and measure such contiguous work and report to the Architect/Engineer in writing any imperfection therein, or conditions that render it unsuitable for the reception of this work. Should the Contractor proceed without making such written report, he shall be held to have accepted such work and the existing conditions and he shall be responsible for any defects in this work consequent thereon and will not be relieved of the obligation of any guarantee because of any such imperfection or condition.

### 3.2 INSTALLATION

- A. All work shall be performed in a manner indicating proficiency in the trade.
- B. All conduit, pipes, ducts, etc., shall be either parallel to building walls or plumb where installed in a vertical position and shall be concealed when located in architecturally finished areas.
- C. Any cutting or patching required for installation of this Contractor's work shall be kept to a minimum. The Architect/Engineer shall require written approval if cutting of primary structure is involved.
- D. All patching shall be done in such a manner as to restore the areas or surfaces to match existing finishes.
- E. The Contractor shall lay out and install his work in advance of pouring concrete floors or walls. He shall furnish and install all sleeves or openings through poured masonry floors or walls above grade required for passage of all conduits, pipes or duct installed by him. The Contractor shall furnish and install all inserts and hangers required to support equipment.
- F. Grounding:
  - 1. All grounding shall be in accordance with the requirements of the NEC and per the project drawings.

2. The main service shall be grounded with driven rods, to building steel (where available) and to the domestic metal water main where it enters the building.
  3. The secondary neutral of each dry type transformer shall be bonded to the nearest domestic metal water line OR to the building steel (where available) OR to an approved grounding electrode, to the conduit system, and the and to transformer case.
  4. A grounding conductor sized per the latest edition of the NEC shall be installed in all raceways containing power conductors.
- G. Existing facilities: Contractor shall perform work in the area under installation in such a manner that there is no interruption to electrical power to remaining facility.

**3.3 PERFORMANCE**

The Contractor shall perform all excavation and backfill operations necessary for installation of his work.

**3.4 ERECTION**

All support steel, angles, channels, pipes or structural steel stands and anchoring devices that may be required to rigidly support or this Contractor shall provide anchor material and equipment.

**3.5 ADJUST AND CLEAN**

- A. All equipment and installed materials shall be thoroughly clean and free of all dirt, oil, grit, grease, etc.
- B. Factory painted equipment shall not be repaired unless damaged areas exist. The manufacturer shall touch up these areas with a material suitable for the intended service so that the finish is equal to that provided. In no event shall nameplates be painted.
- C. At a scheduled meeting, the Contractor shall instruct the Owner or the Owner's representative in the operation and maintenance of all equipment installed under his contract, (in the presence of the Engineer).

**END OF SECTION 26 0100**



## SECTION 26 0519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Copper building wire rated 600 V or less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: Indicate type, use, location, and termination locations.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

### PART 2 - PRODUCTS

#### 2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. [Alpha Wire Company](#).
  - 2. [Okonite Company \(The\)](#).
  - 3. [Southwire Company](#).
- C. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. RoHS compliant.
  - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 ASTM B496 for stranded conductors.
- E. Conductor Insulation:
  - 1. Type THHN and Type THWN-2: Comply with UL 83.
  - 2. Type XHHW-2: Comply with UL 44.

## 2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. [3M Electrical Products.](#)
  - 2. [AFC Cable Systems; Atkore International.](#)
  - 3. [O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.](#)
  - 4. [TE Connectivity Ltd.](#)
- C. Jacketed Cable Connectors: For steel jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  - 1. Material: Copper.
  - 2. Type: standard barrels.
  - 3. Termination: Compression.

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; Class B stranded for No. 8 AWG and larger.
- C. Use conductors not smaller than No. 12 AWG for power circuits. Maximum conductor size shall be 500 KCMIL.
- D. Use minimum No. 10 AWG conductors for 20 ampere, 120-volt branch circuits longer than 50 feet. Refer to drawings for additional requirements.
- E. Use No. 10 AWG conductors for 20 ampere, 277-volt branch circuits longer than 125 feet. Refer to drawings for additional requirements.
- F. Use conductors not smaller than No. 14 AWG for control circuits. Use stranded conductors for control circuits.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. All wiring shall be Single conductor insulated wire in conduit. Install a code gauge green insulated grounding conductor in all raceways. Individual full neutral wire shall be provided for each circuit.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

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

- B. Complete raceway installation between conductor and cable termination points according to Section 26 0533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Completely and thoroughly swab raceway before installing wire.
- D. Use manufacturer approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- E. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- F. Pull all conductors into raceway at same time.
- G. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- H. Support cables according to Section 26 0529 "Hangers and Supports for Electrical Systems."

### 3.4 CONNECTIONS

- A. Clean conductor surfaces before installing lugs and connectors.
- B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- C. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- D. Joints in solid conductors shall be made using Ideal "Wirenuts, 3M Company "Scotchlocks", or other approved insulated spring, with plastic cap, twist on connector.
- E. Joints in stranded conductors shall be made using approved mechanical connectors and gum rubber or friction tape with an outer covering of two layers of plastic tape equal to Scotch "33+". Solderless mechanical connectors for splices and taps, provided with UL approved insulating covers, may be used in place of mechanical connectors and tape.
- F. "Sta Kon" or other permanent type crimp connectors shall not be used for branch circuit connections.
- G. Conductors, in all cases, shall be continuous from outlet to outlet and no splicing shall be made except within outlet or junction boxes, troughs and gutters.
- H. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 26 0553 "Identification for Electrical Systems."  
Color Coding:

Phase	208Y/120V	277/480V
A	Black	Brown
B	Red	Orange
C	Blue	Yellow
Neutral	White	Natural Gray
Ground	Green	Green

- B. Identify each spare conductor at each end with identity number and location of other end of conductor and identify as spare conductor.

### **3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS**

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 0544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### **3.7 FIRESTOPPING**

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

**END OF SECTION 26 0519**

## SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

#### 1.2 ACTION SUBMITTALS

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

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans showing dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
  - 1. Test wells.
  - 2. Ground rods.
  - 3. Ground rings.
  - 4. Grounding arrangements and connections for separately derived systems and others, including fence bonding etc.
- B. Qualification Data: For testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

#### 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Certified by NETA.

### PART 2 - PRODUCTS

#### 2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

#### 2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. [Advanced Lightning Technology, Ltd.](#)
  - 2. [Burndy; Part of Hubbell Electrical Systems.](#)
  - 3. [Dossert; AFL Telecommunications LLC.](#)
  - 4. [ERICO; a brand of nVent.](#)
  - 5. [Siemens Industry, Inc., Energy Management Division.](#)
  - 6. [Thomas & Betts Corporation; A Member of the ABB Group.](#)

### 2.3 CONDUCTORS

- A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B3.
  - 2. Stranded Conductors: ASTM B8.
  - 3. Tinned Conductors: ASTM B33.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 by 24 inches, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.
- D. Identify each grounding electrode connected to a common grounding bus.

### 2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- H. Conduit Hubs: Mechanical type, terminal with threaded hub.
- I. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- J. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- K. Straps: Solid copper, cast-bronze clamp. Rated for 600 A.
- L. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal clamp.
- M. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- N. Water Pipe Clamps:
  - 1. Mechanical type, two pieces with zinc-plated bolts.
    - a. Material: Tin-plated aluminum.
    - b. Listed for direct burial.

2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

## 2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet.
- B. Ground Plates: 1/4 inch thick, hot-dip galvanized.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No.10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 4/0 AWG minimum or as indicated on the plans
  1. Bury at least 30 inches below grade.
- C. Grounding Conductors: Green-colored insulation.
- D. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
  1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
  2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.
- E. Conductor Terminations and Connections:
  1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  3. Connections to Ground Rods at Test Wells: Bolted connectors.
  4. Connections to Structural Steel: Welded connectors.

### 3.2 GROUNDING 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.

### 3.3 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.

### 3.4 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Pad-Mounted Transformers and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 4/0 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

### 3.5 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. 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.
- D. 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.
- E. Metallic Fences: Comply with requirements of IEEE C2.
  - 1. Grounding Conductor: Bare, tinned copper, not less than No. 8 AWG or as indicated on the drawings.
  - 2. Gates: Shall be bonded to the grounding conductor with a flexible bonding jumper.
  - 3. Barbed Wire: Strands shall be bonded to the grounding conductor.

### 3.6 FENCE GROUNDING

- A. Fence Grounding: Install at maximum intervals of 1500 feet except as follows:
  - 1. Fences within 200 Feet of Buildings, Structures, Walkways, and Roadways: Ground at one per side or maximum intervals of 100 feet .
    - a. Gates and Other Fence Openings: Ground fence on each side of opening.
      - 1) Bond metal gates to gate posts.
      - 2) Bond across openings, with and without gates, except at openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches below finished grade.
- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 feet on each side of crossing.
- C. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2 unless otherwise indicated.
- D. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at grounding location.
- E. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
- F. Bonding to Lightning-Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning-protection down conductor or lightning-protection grounding conductor, complying with NFPA 780.

### 3.7 INSTALLATION

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



- B. Grounding Electrode conductors #4 AWG and larger shall be installed in a raceway system.
- C. Ground Bonding Common with 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 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. Use exothermic welds for all below-grade connections.
  - 3. 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. Refer to drawings for additional requirements.
- E. Test Wells: Ground rod driven through drilled hole in bottom of handhole.
  - 1. Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- F. 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.
- G. 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.
- H. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.
- I. Bonding Interior Cable Tray: Install bonding jumper to bond across breaks to achieve continuity. Minimum #8 AWG. Meet all requirements of NEC 250.96
- J. 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 apart.

- K. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of area or item indicated on drawings.
  - 1. Install tinned-copper conductor not less than No. 2/0 AWG for ground ring and for taps to building steel.
  - 2. Bury ground ring not less than 24 inches from building's foundation.
  
- L. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
  - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
  - 2. Make connections with clean, bare metal at points of contact.
  - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
  - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
  - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
  
- M. Boxes with concentric, eccentric or over-sized knockouts shall be provided with bonding bushings and jumpers. The jumper shall be sized per NEC Table 250-122 and lugged to the box.

### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
  
- B. Perform tests and inspections with the assistance of a factory-authorized service representative.
  
- C. 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, at ground test wells, 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.
  
- D. Grounding system will be considered defective if it does not pass tests and inspections.
  
- E. Prepare test and inspection reports.
  
- F. Report measured ground resistances that exceed the following values:
  - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
  - 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.

3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
  4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).
  5. Substations and Pad-Mounted Equipment: 5 ohms.
  6. Manhole Grounds: 10 ohms.
- G. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

**END OF SECTION 26 0526**

## SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Steel slotted support systems.
  - 2. Conduit and cable support devices.
  - 3. Support for conductors in vertical conduit.
  - 4. Structural steel for fabricated supports and restraints.
  - 5. Mounting, anchoring, and attachment components, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
  - 6. Fabricated metal equipment support assemblies.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. For fabrication and installation details for electrical hangers and support systems.
  - 1. Hangers. Include product data for components.
  - 2. Slotted support systems.
  - 3. Equipment supports.
  - 4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.
- C. Delegated-Design Submittal: For hangers and supports for electrical systems.
  - 1. Include design calculations and details of hangers.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, and coordinated with each other, using input from installers of the items involved.
- B. Welding certificates.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 4000 "Quality Requirements," to design hanger and support system.
- B. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame Rating: Class 1.
  - 2. Self-extinguishing according to ASTM D635.

## 2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Raceway and boxes shall be supported in a method and at a spacing as approved by the NFPA-70 NEC. Conduits installed on the interior of exterior building walls shall be spaced off the wall surface a minimum of 1/4 inch using “clamp-backs” or strut.
- B. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8 inches o.c. in at least one surface.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. ABB, Electrification Business.
    - b. Allied Tube & Conduit; Atkore International.
    - c. B-line; Eaton, Electrical Sector.
  - 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  - 3. Material for Channel, Fittings, and Accessories: Paintable Galvanized steel.
  - 4. Channel Width: Selected for applicable load criteria.
  - 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: NOT ALLOWED
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      - 1) B-line; Eaton, Electrical Sector.
      - 2) Empire Tool and Manufacturing Co., Inc.
      - 3) Hilti, Inc.
  - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
  - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325.
  - 6. Toggle Bolts: All Stainless-steel springhead type.
  - 7. Hanger Rods: Threaded steel.

### 2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 05 5000 "Metal Fabrications" for steel shapes and plates.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
  - 1. NECA 1.
  - 2. NECA 101
  - 3. NECA 105.
- B. Comply with requirements "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. Powder Actuated Fasteners are not allowed.
  - 6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
  - 7. To Light Steel: Sheet metal screws.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

**3.3 INSTALLATION OF FABRICATED METAL SUPPORTS**

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

**END OF SECTION 26 0529**

## PART 1 - GENERAL

### 1.1 SUMMARY

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

### 1.2 ACTION SUBMITTALS

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

### 1.3 INFORMATIONAL SUBMITTALS

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

## PART 2 - PRODUCTS

### 2.1 METAL CONDUITS AND FITTINGS

- A. Metal Conduit:
  - 1. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 2. GRC: Comply with ANSI C80.1 and UL 6.
  - 3. IMC: Comply with ANSI C80.6 and UL 1242.
  - 4. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
    - a. Comply with NEMA RN 1.
    - b. Coating Thickness: 0.040 inch, minimum.
  - 5. EMT: Comply with ANSI C80.3 and UL 797.
  - 6. FMC: Comply with UL 1; zinc-coated steel.
  - 7. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
  - 1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 2. Fittings, General: Listed and labeled for type of conduit, location, and use.
  - 3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
  - 4. Fittings for EMT:
    - a. Material: Steel.
    - b. Type: compression.
  - 5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.



6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## 2.2 NONMETALLIC CONDUITS AND FITTINGS

- A. Nonmetallic Conduit:
- B. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  1. ENT: Comply with NEMA TC 13 and UL 1653.
  2. RNC: Comply with NEMA TC 2 and UL 651 unless otherwise indicated.
  3. LFNC: Comply with UL 1660.
- C. Nonmetallic Fittings:
  1. Fittings, General: Listed and labeled for type of conduit, location, and use.
  2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
  3. Fittings for LFNC: Comply with UL 514B.
  4. Solvents and Adhesives: As recommended by conduit manufacturer.

## 2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 unless otherwise indicated, and sized according to NFPA 70.
  1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

## 2.4 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.
- F. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

- G. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- H. Cabinets:
  - 1. NEMA 250, Type 1 minimum or as indicated on drawings, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
  - 2. Hinged door in front cover with flush latch and concealed hinge.
  - 3. Key latch to match panelboards.
  - 4. Metal barriers to separate wiring of different systems and voltage.
  - 5. Accessory feet where required for freestanding equipment.

## 2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
  - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
  - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Armorcast Products Company.
    - b. NewBasis.
    - c. Oldcastle Enclosure Solutions.
    - d. Oldcastle Precast, Inc.
    - e. Quazite; Hubbell Incorporated, Power Systems.
  - 2. Standard: Comply with SCTE 77.
  - 3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
  - 4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
  - 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
  - 6. Cover Legend: Molded lettering, "ELECTRIC" or "COMMUNICATION" as indicated on drawings.
  - 7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
- C. Fiberglass Handholes and Boxes: Molded of fiberglass-reinforced polyester resin, with frame and covers of cast iron.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Armorcast Products Company.
    - b. NewBasis.
    - c. Oldcastle Enclosure Solutions.
    - d. Quazite; Hubbell Incorporated, Power Systems.
  - 2. Standard: Comply with SCTE 77.
  - 3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
  - 4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
  - 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
  - 6. Cover Legend: Molded lettering, "ELECTRIC" or "COMMUNICATION" as indicated on drawings.

7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  1. Exposed Conduit: GRC.
  2. Concealed Conduit, Aboveground: GRC.
  3. Underground Conduit: RNC, Type EPC-40-PVC, concrete encased.
  4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
  5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated.
  1. Exposed, Not Subject to Physical Damage and above 8'-0" AFF: EMT.
  2. Exposed and Subject to Severe Physical Damage or below 8'-0" AFF: GRC.
  3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
  5. Damp or Wet Locations: GRC.
  6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
  1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.
  4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- F. Install surface raceways only where indicated on Drawings.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

### 3.2 INSTALLATION

- A. Comply with requirements in Section 26 0529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

- C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.
- D. Do not fasten conduits onto the bottom side of a metal deck roof.
- E. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- F. Comply with requirements in Section 26 0529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- G. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- J. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- K. Support conduit within 12 inches of enclosures to which attached.
- L. Raceways Embedded in Slabs:
  - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
  - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
  - 3. Arrange raceways to keep a minimum of 3 inches of concrete cover in all directions.
  - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
  - 5. Change from ENT to GRC before rising above floor.
- M. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- N. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- O. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- P. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

- R. Surface Raceways:
1. Install surface raceway with a minimum 2-inch radius control at bend points.
  2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
- T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  2. Where an underground service raceway enters a building or structure.
  3. Conduit extending from interior to exterior of building.
  4. Conduit extending into pressurized duct and equipment.
  5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
  6. Where otherwise required by NFPA 70.
- U. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet.
  2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
    - d. Attics: 135 deg F temperature change.
  3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F of temperature change for PVC conduits.
  4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
  5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- V. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, use a maximum of 36 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- W. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

- X. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.
- Y. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Z. Locate boxes so that cover or plate will not span different building finishes.
- AA. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- BB. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- CC. Set metal floor boxes level and flush with finished floor surface.
- DD. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

### 3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Duc bank conduit:
  - 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 31 2000 "Earth Moving" for pipe less than 6 inches in nominal diameter.
  - 2. Install backfill as specified in Section 31 2000 "Earth Moving."
  - 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 31 2000 "Earth Moving."
  - 4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
    - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
    - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
  - 5. Underground Warning Tape: Comply with requirements in Section 26 0553 "Identification for Electrical Systems."
  - 6. See drawings for details.

### 3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes with bottom below frost line.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

### **3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS**

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies

### **3.6 FIRESTOPPING**

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

### **3.7 PROTECTION**

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

**END OF SECTION 26 0533**

## SECTION 26 0553 – ELECTRICAL IDENTIFICATION

### PART 1 – GENERAL

#### 1.1 SECTION INCLUDES

- A. Nameplates and labels.
- B. Wire and cable markers.
- C. Conduit markers.

#### 1.2 REFERENCES

- A. ANSI/NFPA 70 - National Electrical Code.

#### 1.3 SUBMITTALS

- A. Submit under provisions of Section 26 0100.
- B. Product Data: Provide catalog data for nameplates, labels, and markers.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under regulatory requirements. Include instructions for storage, handling, protection, examination, preparation and installation of Product.

#### 1.4 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by third party agencies accredited by the NCBC to label electrical and mechanical equipment, as suitable for purpose specified and shown, where such listing exists.

### PART 2 – PRODUCTS

#### 2.1 NAMEPLATES AND LABELS

- A. Nameplates: Engraved three-layer laminated plastic, with white letters on a background colored as follows:
  - 1. Fire Alarm System: Bright Red.
  - 2. Telephone/Data System: Orange
  - 3. Sound System: Dark Blue.
  - 4. Security: Dark Red (Burgundy)
  - 5. Emergency Systems: Green
  - 6. Data Systems: Brown
  - 7. Paging Systems: White (with black core)
  - 8. TV Systems: Purple
  - 9. 208 Volt System: Blue.
  - 10. 480 Volt System: Black.
- B. Locations:



1. Each safety switch, panelboard, transformer, switchboard, motor control center and other electrical equipment supplied for the project. Information on the nameplate shall include; equipment controlled and/or served, phase and voltage.
- C. Letter Size: Minimum of 1/2 inch.
- D. Labels: Embossed adhesive tape, with 3/16-inch white letters on black background. Use only for identification of individual wall switches and receptacles.
- E. Label Information: Equipment controlled and/or served, voltage, phase, etc.
- F. Nameplates shall be securely attached to equipment with self-tapping stainless-steel screws; if the screw sharp end is protected; otherwise rivets shall be used.

## 2.2 WIRE MARKERS

- A. Description: Cloth, tape, split sleeve, or tubing type wire markers.
- B. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes and each load connection.
- C. Legend:
  1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.

## 2.3 CONDUIT MARKERS

- A. Location: Furnish markers for each conduit longer than 20 feet.
- B. Color:
  1. Fire Alarm System: Bright Red.
  2. Telephone/Data System: Orange
  3. Sound System: Dark Blue.
  4. Security: Dark Red (Burgundy)
  5. Emergency Systems: Green
  6. Data Systems: Brown
  7. Paging Systems: White
  8. TV Systems: Purple
  9. 208 Volt System: Blue.
  10. 480 Volt System: Black.
- C. As an alternative to the above requirements, conduit in unfinished areas may be marked with spray paint.

## 2.4 UNDERGROUND WARNING TAPE

- A. Description: 6-inch-wide, 4 mils thick, plastic tape, detectable type, bright colored with suitable warning legend, continuously printed, describing buried electrical lines.

## PART 3 – EXECUTION

### 3.1 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

### 3.2 APPLICATION

- A. Install nameplates and labels parallel to equipment lines.
- B. Secure nameplate to equipment front using rivets.
- C. Paint colored band on each conduit longer than 20 feet, 20 feet on center.
- D. All junction and pull boxes in conduit runs shall have their covers and exterior surfaces painted to match the colors in sections above.
- E. All junction and pull boxes in conduit runs that serve Fire Alarm System Devices shall have their covers and exterior surfaces painted red.
- E. Identify all underground conduits using underground warning tape. Install one tape per trench at 6 to 8 inches below finished grade.
- F. All empty conduits, and conduits with conductors, for future use shall be identified for use and shall indicate on each end where they terminate. Identification shall be by tags with string or wire attached to the conduit or outlet.

**END OF SECTION 26 0553**

SECTION 26 2816 ENCLOSED SWITCHES AND ENCLOSED BREAKERS

PART 1 - GENERAL

**1.1 SECTION INCLUDES**

- A. Fusible switches.
- B. Enclosed Circuit Breakers

**1.2 REFERENCES**

- A. NEMA KS 1 - Enclosed Switches.
- B. NFPA 70 - National Electrical Code.
- C. UL 489 – Molded Case Circuit Breakers

**1.3 SUBMITTALS**

- A. Submit under provisions of Section 26 0100.
- B. Product Data: Provide switch ratings and enclosure dimensions.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

**1.4 QUALITY ASSURANCE**

- A. Perform Work in accordance with NECA Standard of Installation.
- B. Maintain one copy of each document on site.

**1.5 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum three years documented experience.

**1.6 REGULATORY REQUIREMENTS**

- A. Conform to requirements of NFPA 70.
- B. Furnish products listed and classified by third party agencies accredited by the NCBCC to label electrical and mechanical equipment, as suitable for purpose specified and shown, where such listing exists.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Square D.
- B. Westinghouse.
- C. General Electric.
- D. Siemens/ITE
- E. Substitutions: Under provisions of Section 26 0100.

### 2.2 ENCLOSED SWITCHES

- A. Fusible Switch Assemblies: NEMA KS 1, Type HD (Heavy Duty) load interrupter enclosed knife switch with externally operable handle interlocked (with defeat mechanism) to prevent opening front cover with switch in ON position. Handle lockable in ON or OFF position. The switch assembly shall be NEMA Type 1 for indoor applications and NEMA Type 3R for outdoor applications.
- B. Enclosed Circuit Breakers: UL listed enclosed circuit breaker, with molded case circuit breaker. The molded case circuit breaker shall be rated as shown on the drawings. The enclosed circuit breaker shall be NEMA 1 for indoor applications and NEMA 3R for outdoor applications.
- C. General duty switches are not acceptable.
- D. Switches shall have positive quick make-quick break mechanisms.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install disconnect switches where indicated.

**END OF SECTION 26 2816**

## SECTION 26 3213.17 - GASEOUS ENGINE GENERATORS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes packaged engine generators for non-emergency use with the following features:
  - 1. LP gas engine and all equipment, devices and accessories that described in part 2 of this specification.
- B. Related Requirements:
  - 1. Section 26 3600 "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine generators.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Include plans and elevations for engine generator and other components specified.
  - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Identify fluid drain ports and clearance requirements for proper fluid drain.
  - 4. Design calculations for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
  - 5. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include base weights.
  - 6. Include diagrams for power, signal, and control wiring. Complete schematic, wiring, and interconnection diagrams showing terminal markings for EPS equipment and functional relationship between all electrical components.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

#### 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise during on-site testing.

#### 1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: 5 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Caterpillar, Inc.; Electric Power Division.
  2. Cummins Power Generation.
  3. Kohler Power Systems.
  4. MTU Onsite Energy Corporation.
  5. Generac Power system Inc.
- B. Source Limitations: Obtain packaged engine, alternator and auxiliary components through one source from a single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. B11 Compliance: Comply with ANSI B11.19.
- B. NFPA Compliance:
1. Comply with NFPA 37.
  2. Comply with NFPA 70.
- C. UL Compliance: Comply with UL 2200.
- D. Engine Exhaust Emissions: Comply with the EPA NSPS regulations for 2g of NO<sub>x</sub> for standby applications.
- E. Environmental Conditions: Engine generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
1. Ambient Temperature: 5 to 114 deg F.
  2. Relative Humidity: Zero to 95 percent.
  3. Altitude: See cover drawing for location.

### 2.3 ENGINE GENERATOR ASSEMBLY DESCRIPTION

- A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency acceptable to authorities having jurisdiction, and marked for intended location and use.
- C. Power Rating: 50 kW Standby.
- D. Overload Capacity: 110 percent of service load for 1 hour in 12 consecutive hours.
- E. Service Load: 63.5 kVA.
- F. Power Factor: **0.8**, lagging.
- G. Frequency: 60 Hz.
- H. Voltage: 208 Y/120V ac.

- I. Phase: Three-phase, four wires
- J. Governor: Adjustable isochronous, with speed sensing.
- K. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.
  - 1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.
- L. Capacities and Characteristics:
  - 1. Power Output Ratings: Nominal ratings as indicated at 0.8 power factor excluding power required for the continued and repeated operation of the unit and auxiliaries.
  - 2. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of components.
- M. Engine Generator Performance:
  - 1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
  - 2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
  - 3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
  - 4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
  - 5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
  - 6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
  - 7. Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
  - 8. Start Time: **10** seconds.

## 2.4 GASEOUS ENGINE

- A. Fuel: LP gas.
- B. Rated Engine Speed: 1800 rpm.
- C. Lubrication System: Engine or skid mounted.
  - 1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
  - 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
  - 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.

- D. Jacket Coolant Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with UL 499.
- E. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine generator mounting frame and integral engine-driven coolant pump.
  - 1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
  - 2. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
  - 3. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
    - a. Rating: 50-psig maximum working pressure with coolant at 180 deg F, and non-collapsible under vacuum.
    - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- F. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
  - 1. Minimum sound attenuation of 25 dB at 500 Hz.
  - 2. Sound level measured at distance of 25 feet from exhaust discharge after installation is complete shall be 78 dBA or less.
- G. Air-Intake Filter: **Heavy**-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- H. Starting System: 12 or 24V electric, with negative ground.
  - 1. Components: Sized so they are not damaged during a full engine-cranking cycle with ambient temperature at maximum specified in "Performance Requirements" Article.
  - 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
  - 3. Cranking Cycle: 60 seconds.
  - 4. Battery: Nickel cadmium with capacity within ambient temperature range specified in "Performance Requirements" Article to provide specified cranking cycle at least three times without recharging.
  - 5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35 A minimum continuous rating.
  - 6. Battery Charger: Current-limiting, automatic-equalizing and float-charging type designed for Nickel cadmium batteries. Unit shall comply with UL 1236 and include the following features:
    - a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
    - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg F to 140 deg F to prevent overcharging at high temperatures and undercharging at low temperatures.
    - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
    - d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
    - e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either



- condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
- f. Enclosure and Mounting: NEMA 250, Type 1, wall-mounted cabinet.

## 2.5 GASEOUS FUEL SYSTEM

- A. Gas Train: Comply with NFPA 37.
- B. Engine Fuel System:
- C. LP Gas, Vapor-Withdrawal System:
  - 1. Carburetor.
  - 2. Fuel-Shutoff Solenoid Valves: NRTL-listed, normally closed, safety shutoff valve
  - 3. Fuel Filters: By contractor prior to the engine connection.
  - 4. Manual Fuel Shutoff Valve
  - 5. Flexible Fuel Connector

## 2.6 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of engine generator. When mode-selector switch is switched to the on position, engine generator starts. The off position of same switch initiates generator-set shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.
- B. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts engine generator. The off position of same switch initiates generator-set shutdown. When engine generator is running, specified system or equipment failures or derangements automatically shut down engine generator and initiate alarms.
- C. Comply with UL 508A.
- D. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the engine generator. Mounting method shall isolate the control panel from generator-set vibration. Panel shall be powered from the engine generator battery.
- E. Control and Monitoring Panel:
  - 1. Digital controller with integrated LCD, controls, and microprocessor, capable of local and remote control, monitoring, and programming, with battery backup.
  - 2. Instruments: Located on the control and monitoring panel and viewable during operation.
    - a. Engine lubricating-oil pressure gauge.
    - b. Engine-coolant temperature gauge.
    - c. DC voltmeter (alternator battery charging).
    - d. Running-time meter.
    - e. AC voltmeter for each phase via selector switch.
    - f. AC ammeter for each phase via selector switch.
    - g. AC frequency meter.
    - h. Generator-voltage adjusting rheostat.
  - 3. Controls and Protective Devices: Controls, shutdown devices, and common visual alarm indication, including the following:

- a. Cranking control equipment.
  - b. Run-Off-Auto switch.
  - c. Control switch not in automatic position alarm.
  - d. Overcrank alarm.
  - e. Overcrank shutdown device.
  - f. Low water temperature alarm.
  - g. High engine temperature pre-alarm.
  - h. High engine temperature.
  - i. High engine temperature shutdown device.
  - j. Overspeed alarm.
  - k. Overspeed shutdown device.
  - l. Low fuel main tank.
  - m. Coolant low-level alarm.
  - n. Coolant low-level shutdown device.
  - o. Coolant high-temperature pre-alarm.
  - p. Coolant high-temperature alarm.
  - q. Coolant low-temperature alarm.
  - r. Coolant high-temperature shutdown device.
  - s. EPS supplying load indicator.
  - t. Battery high-voltage alarm.
  - u. Low cranking voltage alarm.
  - v. Battery-charger malfunction alarm.
  - w. Battery low-voltage alarm.
  - x. Lamp test.
  - y. Contacts for local and remote common alarm.
  - z. Low-starting air pressure alarm.
  - aa. Remote manual stop shutdown device.
  - bb. Hours of operation.
  - cc. Engine generator metering, including voltage, current, Hz, kW, kVA, and power factor.
  - dd. Generator overcurrent protective device not closed alarm.
- F. Common Remote Panel with Common Audible Alarm: Include necessary contacts and terminals in control and monitoring panel. Remote panel shall be powered from the engine generator battery.
- G. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.

## 2.7 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: Molded-case, electronic-trip type; 100 percent rated; complying with UL 489.
- 1. Tripping Characteristics: Adjustable long-time and short-time delay and instantaneous.
  - 2. Trip Settings: Selected to coordinate with generator thermal damage curve.
  - 3. Shunt Trip: Connected to trip breaker when engine generator is shut down by other protective devices.
  - 4. Mounting: Adjacent to or integrated with control and monitoring panel.
- B. Generator Protector: Microprocessor-based unit shall continuously monitor current level in each phase of generator output, integrate generator heating effect over time, and predict when thermal damage of alternator will occur. When signaled by generator protector or other generator-set protective devices, a shunt-trip device in the generator disconnect switch shall

open the switch to disconnect the generator from load circuits. Protector performs the following functions:

1. Initiates a generator overload alarm when generator has operated at an overload equivalent to 110 percent of full-rated load for 60 seconds. Indication for this alarm is integrated with other generator-set malfunction alarms. Contacts shall be available for load shed functions.
2. Under single or three-phase fault conditions, regulates generator to 300 percent of rated full-load current for up to 10 seconds.
3. As overcurrent heating effect on the generator approaches the thermal damage point of the unit, protector switches the excitation system off, opens the generator disconnect device, and shuts down the engine generator.
4. Senses clearing of a fault by other overcurrent devices and controls recovery of rated voltage to avoid overshoot.

## 2.8 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H
- D. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating and heat during operation at 110 percent of rated capacity.
- E. Enclosure: Drip proof.
- F. Instrument Transformers: Mounted within generator enclosure.
- G. Voltage Regulator: Solid-state type, separate from exciter.
  1. Adjusting Rheostat on Control and Monitoring Panel: Provide plus or minus 5 percent adjustment of output-voltage operating band.
  2. For any additional of load up to and including 90% of rated load, the Voltage Dip shall not exceed 30% of the rated voltage at any time.
  3. Provide anti-hunt provision to stabilize voltage.
  4. Maintain frequency within **10** percent and stabilize at rated frequency within **5** seconds.
- H. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.
- I. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- J. Subtransient Reactance: 12 percent, maximum.

## 2.9 WEATHER PROTECTIVE, SOUND ATTENUATED ENCLOSURE

- A. Steel weather protective shall be a minimum of 14-gauge sheet metal and shall have a minimum ambient capability of 110 F. The design factors for wind, snow, and roof loading on the Structural Design section of structural drawing shall be incorporated into the construction of the weatherproof enclosure. Shall have removable, hinged doors and removable end panels to allow easy routine maintenance. All hinges and latches shall be rust resistant and doors shall be equipped with rubber seals. A lockable service access cover shall be

provided for easy access to the radiator fill cap. The roof shall be pitched to prevent moisture accumulation. The enclosure shall be painted utilizing electrostatically applied powder baked paint. Provide provisions of anchor bolts and vibration isolators for installation the generator on concrete pad.

- B. Provide access platform and steps to access the generator breaker and control panel, if they are higher than 6'-0" above ground
- C. The Sound Attenuated Enclosure to reduce the noise to maximum dBA level 75 at 23 feet from the Generator Enclosure.

## **2.10 VIBRATION ISOLATION DEVICES**

- A. Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment.
  - 1. Material: Natural rubber complying with AASHTO M 251 separated by steel shims.
  - 2. Shore A Scale Durometer Rating: As per manufacturer.
  - 3. Number of Layers: One
  - 4. Minimum Deflection: 1 inch.
- B. Vibration isolation devices shall not be used to accommodate misalignments or to make bends.

## **2.11 SOURCE QUALITY CONTROL**

- A. Prototype Testing: Factory test engine generator using same engine model, constructed of identical or equivalent components, and equipped with identical or equivalent accessories.
  - 1. Tests: Comply with IEEE 115.

# **PART 3 - EXECUTION**

## **3.1 INSTALLATION**

- A. Comply with NECA 1 and NECA 404.
- B. Comply with packaged engine generator manufacturers' written installation.
- C. Equipment Mounting:
  - 1. Install packaged engine generators on concrete pad.
  - 2. Coordinate size and location of concrete bases for packaged engine generators.
  - 3. Minimum deflection should be verified with structural or seismic engineer.
- D. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.

## **3.2 CONNECTIONS**

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping and specialties.
- B. Connect fuel, cooling-system, and exhaust-system piping adjacent to packaged engine generator to allow service and maintenance.

- C. Connect cooling-system water piping to engine generator and heat exchanger with flexible connectors.
- D. Connect engine exhaust pipe to engine with flexible connector.
- E. Gaseous Fuel Connections:
  - 1. Connect fuel piping to engines with a gate valve and union and flexible connector.
  - 2. Install manual shutoff valve in a remote location to isolate gaseous fuel supply to the generator.
  - 3. Vent gas pressure regulators outside building a minimum of 60 inches from building openings.
- F. Ground equipment: connect with copper conductor to grounding electrode or ground loop as shown on the electrical plans.
- G. Connect wiring: Provide a minimum of one 90-degree bend in flexible conduit routed to the engine generator from a stationary element.
- H. Balance single-phase loads to obtain a maximum of 10 percent unbalance between any two phases.

### **3.3 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Tests and Inspections:
  - 1. Perform tests recommended by manufacturer and each visual and mechanical inspection and electrical and mechanical test listed in the first two subparagraphs below as specified in the NETA ATS. Certify compliance with test parameters.
    - a. Visual and Mechanical Inspection
      - 1) Compare equipment nameplate data with drawings and specifications.
      - 2) Inspect physical and mechanical condition.
      - 3) Inspect anchorage, alignment, and grounding.
      - 4) Verify the unit is clean.
    - b. Electrical and Mechanical Tests
      - 1) Verify phase rotation, phasing, and synchronized operation as required by the application.
      - 2) Functionally test engine shutdown for low oil pressure, overtemperature, overspeed, and other protection features as applicable.
      - 3) Verify correct functioning of the governor and regulator.
  - 2. Battery and Battery -Charger Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages. Verify specified rates of charge for both equalizing and float-charging conditions.
  - 3. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine generator system before and during system operation. Check for air, exhaust, and fluid leaks.
- C. Coordinate tests with tests for transfer switches and run them concurrently.
- D. Leak Test: After installation, charge exhaust, coolant, and fuel systems and test for leaks.
- E. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation for generator and associated equipment.

- F. Test and adjust controls and safeties.
- G. Installation acceptance tests to be conducted on site shall include a "cold start" test, step-1: 30 percent of the name plate KW load test for the first 60 minutes. Step 2: Not less than 50 percent of the name plate KW load for the second 60 minutes. Step 3: 100 percent of the name plate KW load for the next 120 minutes. Step 4: a one-step rated name plate KW load pickup test. Provide a resistive load bank and make temporary connections for full load test.
- H. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service and observing proper operation of the system for at least 2 hours. Coordinate timing and obtain approval for start of test with site personnel.

**3.4 DEMONSTRATION**

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

**END OF SECTION 26 3213.17**

## SECTION 26 3600 - TRANSFER SWITCHES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes automatic transfer switches rated 600 V and less.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for transfer switches.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and accessories.
- B. Shop Drawings:
  - 1. Include plans, elevations, sections, details showing minimum clearances, conductor entry provisions, gutter space, and installed features and devices.
  - 2. Include material lists for each switch specified.
  - 3. Single-Line Diagram: Show connections between transfer switch, power sources, and load; and show interlocking provisions for each combined transfer switch.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Source quality control reports

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals include the followings:
  - 1. Features and operating sequences.
  - 2. List of all factory setting of relays, provide relay-setting and calibration instructions, including software, where applicable.

#### 1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of transfer switch or transfer switch components that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NEMA ICS 1.
- C. Comply with NFPA 110.

- D. Comply with UL 1008 unless requirements of these Specifications are stricter.
- E. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- F. Tested Fault-Current Closing and Short-Circuit Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.
  - 1. Short-time withstand capability for three cycles.
- G. Repetitive Accuracy of Solid-State Controls: All settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.
- H. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.62. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- I. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism. Switches for emergency or standby purposes shall be mechanically and electrically interlocked in both directions to prevent simultaneous connection to both power sources.
- J. Neutral Switching: Where four-pole switches are indicated, provide neutral pole switched simultaneously with phase poles.
- K. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater.
- L. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, by color-code or by numbered or lettered wire and cable shrinkable sleeve markers at terminations. Color-coding and wire and cable markers are specified in Section 26 0553 "Identification for Electrical Systems."
  - 1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
  - 2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
  - 3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.
  - 4. Accessible via front access.
- M. Enclosures: General-purpose NEMA 250, Type 3R, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

## 2.2 CONTACTOR-TYPE AUTOMATIC TRANSFER SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. [ASCO Power Technology](#).
  - 2. [GE Zenith Controls](#).
  - 3. [Russelectric, Inc](#).
- B. Comply with Level 1 equipment according to NFPA 110.
- C. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.



1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are unacceptable.
  2. Switch Action: Double throw; mechanically held in both directions.
  3. Contacts: Silver composition or silver alloy for load-current switching. Contactor-style automatic transfer-switch units, rated 600 A and higher, shall have separate arcing contacts.
  4. Conductor Connectors: Suitable for use with conductor material and sizes.
  5. Material: Hard-drawn copper, 98 percent conductivity.
  6. Main and Neutral Lugs: Mechanical type.
  7. Ground Lugs and Bus-Configured Terminators: Mechanical type.
  8. Connectors shall be marked for conductor size and type according to UL 1008.
- D. Automatic Open-Transition Transfer Switches: Interlocked to prevent the load from being closed on both sources at the same time.
1. Sources shall be mechanically and electrically interlocked to prevent closing both sources on the load at the same time.
- E. Manual Switch Operation: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.
- F. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval shall be adjustable from 1 to 30 seconds.
- G. Digital Communication Interface: Matched to capability of remote annunciator or annunciator and control panel.
- H. Automatic Transfer-Switch Controller Features:
1. Controller operates through a period of loss of control power.
  2. Undervoltage Sensing for Each Phase of Normal and Alternate Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage shall be adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
  3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
  4. Time Delay for Retransfer to Normal Source: Adjustable from zero to 30 minutes, and factory set for 10 minutes. Override shall automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
  5. Test Switch: Simulate normal-source failure.
  6. Switch-Position Pilot Lights: Indicate source to which load is connected.
  7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
    - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
    - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
  8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
  9. Transfer Override Switch: Overrides automatic retransfer control so transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.

10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
  11. Engine Shutdown Contacts: Instantaneous; shall initiate shutdown sequence at remote engine-generator controls after retransfer of load to normal source.
  12. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods shall be adjustable from 10 to 30 minutes. Factory settings shall be for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
    - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
    - b. Push-button programming control with digital display of settings.
    - c. Integral battery operation of time switch when normal control power is unavailable.
- I. Large-Motor-Load Power Transfer:
1. In-Phase Monitor: Factory-wired, internal relay controls transfer so contacts close only when the two sources are synchronized in phase and frequency. Relay shall compare phase relationship and frequency difference between normal and emergency sources and initiate transfer when both sources are within 15 electrical degrees, and only if transfer can be completed within 60 electrical degrees. Transfer shall be initiated only if both sources are within 2 Hz of nominal frequency and 70 percent or more of nominal voltage.
  2. Motor Disconnect and Timing Relay Controls: Designated starters in loss of power scenario shall disconnect motors before transfer and reconnect them selectively at an adjustable time interval after transfer. Control connection to motor starters shall be through wiring external to automatic transfer switch. Provide adjustable time delay between 1 and 60 seconds for reconnecting individual motor loads. Provide relay contacts rated for motor-control circuit inrush and for actual seal currents to be encountered.

### 2.3 SOURCE QUALITY CONTROL

- A. Factory Tests: Test and inspect components, assembled switches, and associated equipment according to UL 1008. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.
- B. Prepare test and inspection reports.
1. For each of the tests required by UL 1008, performed on representative devices, for standby systems. Include results of test for the following conditions:
    - a. Overvoltage.
    - b. Undervoltage.
    - c. Loss of supply voltage.
    - d. Reduction of supply voltage.
    - e. Alternative supply voltage or frequency is at minimum acceptable values.
    - f. Temperature rise.
    - g. Dielectric voltage-withstand; before and after short-circuit test.
    - h. Overload.
    - i. Contact opening.
    - j. Endurance.
    - k. Short circuit.
    - l. Short-time current capability.
    - m. Receptacle withstand capability.

- n. Insulating base and supports damage.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Wall-Mounting Switch: Anchor to wall by bolting.
  - 1. Provide workspace and clearances required by NFPA 70..
- B. Set field-adjustable intervals and delays, relays, and engine exerciser clock.
- C. Comply with NECA 1.

### 3.2 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to generator sets control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Ground equipment according to "Grounding and Bonding for Electrical Systems."
- C. Connect wiring according to "Low-Voltage Electrical Power Conductors and Cables. "
- D. Final connections to equipment shall be made with liquidtight, flexible metallic conduit no more than 18 inches in length.

### 3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Electrical Tests:
    - a. Perform insulation-resistance tests on all control wiring with respect to ground.
    - b. Perform a contact/pole-resistance test. Compare measured values with manufacturer's acceptable values.
    - c. Verify settings and operation of control devices.
    - d. Calibrate and set all relays and timers.
    - e. Verify phase rotation, phasing, and synchronized operation.
    - f. Perform automatic transfer tests.
    - g. Verify correct operation and timing of the following functions:
      - 1) Normal source voltage-sensing and frequency-sensing relays.
      - 2) Engine start sequence.
      - 3) Time delay on transfer.
      - 4) Alternative source voltage-sensing and frequency-sensing relays.
      - 5) Automatic transfer operation.
      - 6) Interlocks and limit switch function.
      - 7) Time delay and retransfer on normal power restoration.
      - 8) Engine cool-down and shutdown feature.
  - 2. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.

- a. Check for electrical continuity of circuits and for short circuits.
  - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
  - c. Verify that manual transfer warnings are properly placed.
  - d. Perform manual transfer operation.
3. After energizing circuits, perform each electrical test for transfer switches stated in NETA ATS and demonstrate interlocking sequence and operational function for each switch at least three times.
- a. Simulate power failures of normal source to automatic transfer switches and retransfer from emergency source with normal source available.
  - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
  - c. Verify time-delay settings.
  - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
  - e. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.
  - f. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
4. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.
- a. Verify grounding connections and locations and ratings of sensors.
- C. Coordinate tests with tests of generator and run them concurrently.
- D. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- E. Transfer switches will be considered defective if they do not pass tests and inspections.
- F. Remove and replace malfunctioning units and retest as specified above.
- G. Prepare test and inspection reports.

### 3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment.
- B. Provide one day of on-site training to instruct the owner's personnel in the proper operation and maintenance of the equipment. Review operation and maintenance manuals, parts manuals, and emergency service procedures.
- C. Training shall include testing ground-fault protective devices and instructions to determine when the ground-fault system shall be retested. Include instructions on where ground-fault sensors are located and how to avoid negating the ground-fault protection scheme during testing and circuit modifications.
- D. Coordinate this training with that for generator equipment.

**END OF SECTION 26 3600**

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Preparing subgrades for slabs-on-grade.
  - 2. Drainage course for concrete slabs-on-grade.
  - 3. Excavating and backfilling trenches for utilities and pits for buried utility structures.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- F. Fill: Soil materials used to raise existing grades.
- G. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

#### 1.4 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.

### PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Drainage Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

- G. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.
- H. Sand: ASTM C 33/C 33M; fine aggregate.
- I. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## 2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

### 3.2 DEWATERING

- A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

### 3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

### 3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 6 inches beneath bottom of concrete slabs-on-grade.
    - b. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.

### 3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
  - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.



1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

### 3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.7 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  1. Testing and inspecting underground utilities.
  2. Removing trash and debris.
  3. Removing temporary shoring, bracing, and sheeting.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.8 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill voids with satisfactory soil while removing shoring and bracing.
- D. Initial Backfill:
  1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
    - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- E. Final Backfill:
  1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade.

**3.9 SOIL FILL**

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

**3.10 SOIL MOISTURE CONTROL**

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry density.

**3.11 COMPACTION OF SOIL BACKFILLS AND FILLS**

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Compact soil materials to not less than the following percentages of maximum dry density according to ASTM D 698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.
  - 3. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

**3.12 GRADING**

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.13 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
  - 2. Place drainage course 6 inches or less in compacted thickness in a single layer.
  - 3. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.14 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
  - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000