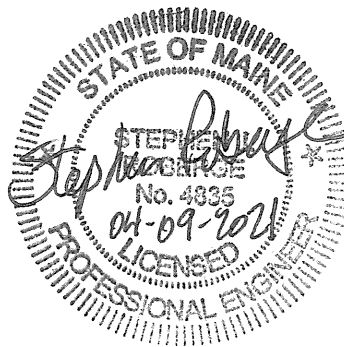


Chamberlain Street Parking Lot Improvements

Chamberlain/Wade/Higgins Streets
Augusta, Maine

Owner:
State of Maine
Bureau of General Services
Bureau of real Estate Management
Cross Office Building, 4th Floor
111 Sewall St
Augusta, Maine

Prepared by:
SJR Engineering Inc
16 Thurston Drive
Monmouth, Maine



April 9, 2021

**Bureau of Real Estate Management
Division of Planning, Design & Construction**

LEGAL ADVERTISEMENT - IFB

**NOTICE TO CONTRACTORS
INVITATION FOR BIDS**

The Maine Bureau of General Services is conducting a competitive bid process for the reconstruction of two parking lots along Chamberlain Street in Augusta, Maine. Bids will be opened and read aloud at the Bureau of Real Estate Management office (4th floor, 111 Sewall St., Cross Office Building at the Capitol complex) at 2:00 p.m. May 18, 2021.

The project is to remove existing pavements and gravels and reconstruct two parking lot facilities. Ancillary work includes storm drainage improvements, lighting and electrical work, landscaping, and striping of the new parking lot.

The detailed *Notice to Contractors* is on the Bureau of Real Estate Management website: <http://www.maine.gov/dafs/brem/business-opportunities>

00 11 13
Notice to Contractors

Chamberlain St. Parking Lot Improvements

BGS project #3172

The project is to reconstruct two existing parking lots along Chamberlain St. in Augusta, Maine. The project generally includes demolition of existing parking lots, installation and compaction of new gravels and pavement, and construction/installation of the following: underdrain/stormdrain/Catch Basins, landscaping, curbing, electrical lighting, striping, security camera, charging stations for electric vehicles, and security "Blue Boxes".

The cost of the work is approximately \$ 400,000. The work to be performed under this contract shall be completed on or before the Final Completion date of *15 October, 2021*.

1. Submit bids on a completed Contractor Bid Form, plus bid security when required, all scanned and included as an attachment to an email with the subject line marked "**Bid for Chamberlain Street Parking Lot Improvements**" and addressed to the Bid Administrator at: BGS.Architect@Maine.gov, so as to be received no later than **2:00:00 p.m.** on **May 18, 2021**.

Bid submissions will be opened and read aloud at the time and date noted above at the Bureau of General Services office, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to BGS.Architect@Maine.gov.

Any bid received after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The Bid Administrator may require the Bidder to surrender a valid paper copy of the bid form or the bid security document in certain circumstances.

Questions on the bid opening process shall be addressed to the Bid Administrator: Joseph H. Ostwald, Director, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security *is required* on this project.
If noted above as required, the Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner. The Bid Bond form is available on the BGS website.
4. Performance and Payment Bonds *are required* on this project.
If noted above as required, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BGS website.
5. Filed Sub-bids *are not required* on this project.

00 11 13
Notice to Contractors

6. There *are no* Pre-qualified General Contractors on this project.
If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.
7. An on-site pre-bid conference *will* be conducted for this project.
If a pre-bid conference is scheduled, it is *mandatory* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding. *The pre-bid meeting will be held on Wednesday, April 28, 2021 at 1:00 at the parking lot site.*
8. Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be New construction insured by Contractor.
9. Bid Documents - full sets only - will be available on or about *April 16, 2021* and may be obtained *at cost* from:

*Quality Copy
4 North Street
Hallowell, Maine
Tel: (207) 622-7447*

10. Bid Documents may be examined at:

*AGC Maine
188 Whitten Road
Augusta, ME 04332
Phone 207-622-4741 Fax 207-622-1625*

*Construction Summary
734 Chestnut Street
Manchester, NH 03104
Phone 603-627-8856 Fax 603-627-4524*

**Bureau of Real Estate Management
Division of Planning, Design & Construction**

PRE-BID CONFERENCE AGENDA

**PROJECT NAME: CHAMBERLAIN STREET PARKING LOT IMPROVEMENT
DATE: APRIL 28, 2021 @ 1:00 PM**

LOCATION OF MEETING: PROJECT SITE, CHAMBERLAIN ST., AUGUSTA

A. Attendees

- Owner (State agency or other contracting entity)
 - Owner's Representative
- Consultant (Architect or Engineer)
 - Subconsultants
 - Clerk-of-the-works
- General Contractor
 - Superintendent
 - Subcontractors
- Other State agencies
- Construction testing company
- Commissioning agent
- Special Inspections agent
- Bureau of Real Estate Management (BREM)

B. General Information on Bid Process

- All attendees to sign attendance sheet
- Requirements for mandatory attendance, if any
- Bid submission time, date and location
- Questions in writing to Consultant; deadline for questions
- Bond requirements
- Access to bidding documents, including Addenda
- Bidders to review all project requirements

C. Specific Information on Project

- Bidders to note all insurance requirements, including Builder's Risk insurance
- Overall scope of work
- Parking
- Access to facility
- Lay-down areas, location for trailers
- Work hours
- Project schedule
- Roles of the parties
- Tour of the site and facility; other pre-bid possibilities for access
- Closing of the tour; questions and answers in the next Addendum

00 21 13
Instructions to Bidders

1. Bidder Requirements

- 1.1 A bidder is a Contractor who is qualified, or has been specifically pre-qualified by the Bureau of General Services, to bid on the proposed project described in the Bid Documents.
- 1.2 Contractors and Subcontractors bidding on projects that utilize Filed Sub-bids shall follow the requirements outlined in these Bid Documents for such projects. See Section 00 22 13 for additional information.
- 1.3 Contractors and Subcontractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Bureau may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.
- 1.4 Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.
- 1.5 Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner or the Bureau showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.
- 1.6 The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed.
- 1.7 Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.
- 1.8 By submitting a bid the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Director of the Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.
- 1.9 The Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

00 21 13
Instructions to Bidders

- 1.10 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.
2. Authority of Owner
- 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
- 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest sum of an acceptable Base Bid plus any Alternate Bids the Owner elects to include. An acceptable bid is one from a responsive and responsible bidder.
3. Submitting Bids and Bid Requirements
- 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
- 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid closing date and time.
- 3.3 A bid that contains any escalation clause is considered invalid.
- 3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
- 3.5 Bidders shall include the cost of Performance and Payment Bonds in the bid amount if the bid amount will result in a construction contract value over \$125,000, inclusive of alternate bids that may be awarded in the contract. Pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3, the selected Contractor is required to provide these bonds before a contract can be executed. The form of bonds are shown in section 00 61 13.13 and 00 61 13.16.
- 3.6 Bidders may modify bids in writing, by the same means as the original bid submission, prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7 Bidders shall acknowledge on the bid form all Addenda issued in a timely manner. The Consultant shall not issue Addenda affecting the content of the bid less than 72 hours prior to the bid closing time. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor

00 21 13
Instructions to Bidders

provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.

- 3.9 In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.
- 3.10 The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.
- 3.11 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.12 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.13 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

00 41 13
Contractor Bid Form

Chamberlain St Parking Lot Improvements

BGS project #3172

Bid Form submitted by: *email only to email address below*

Bid Administrator:

Joseph Ostwald
Bureau of General Services
111 Sewall Street, Cross State Office Building, 4th floor
77 State House Station
Augusta, Maine 04333-0077

BGS.Architect@maine.gov

Bidder:

Signature: _____

Printed name and
title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of
incorporation,
if a corporation: _____

List of all partners,
if a partnership: _____

The Bidder agrees, if the Owner offers to award the contract, to provide any and all bonds and certificates of insurance, as well as Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers if required by the Owner, and to sign the designated Construction Contract within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, or a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, other closure day, Saturday, or Sunday.

As a guarantee thereof, the Bidder submits, together with this bid, a bid bond or other acceptable instrument as and if required by the Bid Documents.

00 41 13
Contractor Bid Form

1. The Bidder, having carefully examined the form of contract, general conditions, specifications and drawings dated 04-09-2021, prepared by SJR Engineering Inc for Chamberlain Street Parking Lot Improvements, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ _____ .00

2. Allowances *are not included* on this project.

No Allowances

insert brief name of Allowance

\$ 0.00

3. Alternate Bids *are included* on this project.

Alternate Bids are as shown below

Any dollar amount line below that is left blank by the Bidder shall be read as a bid of \$0.00.

1 *Alternate 1, Parking Lot A Improvements* \$ _____ .00

2 *"not used"* \$ _____ .00

3 *"not used"* \$ _____ .00

4 *"not used"* \$ _____ .00

4. The Bidder acknowledges receipt of the following addenda to the specifications and drawings:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

5. Bid security *is required* on this project.

If noted above as required, the Bidder shall include with this bid form a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

6. Filed Sub-bids *are not required* on this project.

If noted above as required, the Bidder shall include with this bid form a list of each Filed Sub-bidder selected by the Bidder on the form provided (section 00 41 13F).

00 43 13
Contractor Bid Bond

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of five percent of the bid amount, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the first specified bid due date, or subsequent bid due date revised by addendum.

The condition of the above obligation is such that whereas the principal has submitted to the Owner, or State of Maine, to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of insert name of project as designated in the contract documents

Now therefore:

If said bid shall be rejected, or, in the alternate,

If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid and said Surety does hereby waive notice of any such extension.

00 43 13
Contractor Bid Bond

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this insert date, i.e.: 8th day of select month, select year, which is the first specified bid due date, or subsequent bid due date revised by addendum.

Contractor

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

State of Maine
CONSTRUCTION CONTRACT

Large Construction Project

(Contract value \$50,000 or greater. Contract includes Project Manual, Specifications and Drawings)

Agreement entered into by and between the insert contracting entity name hereinafter called the **Owner** and insert Contractor company name hereinafter called the **Contractor**.

BGS Project No.: insert number assigned by BGS (not the PIP number)

Other Project No.: _____

For the following Project: title of project shown on documents at facility or campus name, municipality, Maine.

The Specifications and the Drawings have been prepared by firm name, acting as Professional-of-Record and named in the documents as the Consultant Architect or Engineer.

The *Owner* and *Contractor* agree as follows:

ARTICLE 1 COMPENSATION AND PAYMENTS

1.1 The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the Work described in the Specifications and shown on the Drawings the Contract Amount as shown below.

Base Bid	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
Total Contract Amount	<u>\$0.00</u>

1.2 The Contractor's requisition shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.

1.2.1 Payments are due and payable twenty-five working days from the date of receipt of a Contractor requisition which is approved by the Owner.

1.2.2 Provisions for late payments will be governed by 5 M.R.S. Chapter 144, *Payment of Invoices Received from Business Concerns*, and interest shall be calculated at 1% per month.

ARTICLE 2 TIME OF COMPLETION

2.1 The Work of this Contract shall be completed on or before the Final Completion date of 31 December 2021.

The following abbreviated definitions are for reference only, see Section 00 71 00 *Definitions* for actual definitions.

Substantial Completion: date of first beneficial use by the Owner.

Final Completion: the Contractor's final completion deadline.

Contract Expiration: the Owner's deadline for management of contract accounts.

ARTICLE 3 INELIGIBLE BIDDER

3.1 By signing this contract the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

3.2 By signing this contract the Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.3 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

4.1 On this project, the Contractor *shall* furnish the Owner the appropriate contract bonds in the amount of 100% of the Contract Sum. Contract bonds are mandated if the Contract Sum exceeds \$125,000, or if bonds are specifically required by the Contract Documents.

4.2 The Owner has verified the appropriate coverage with the State of Maine Division of Risk Management, and selected the proper option as follows. Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be *Non-standard project insured by Contractor.*

4.3 The Contractor shall comply with all laws, codes and regulations applicable to the Work.

4.4 The Contractor shall acquire all permits and third-party approvals applicable to the Work not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals shall be included in the Contract Sum identified in Section 1.1 above.

4.5 The Contractor shall remain an independent agent for the duration of this Contract, shall not become an employee of the State of Maine, and shall assure that no State employee will be compensated by, or otherwise benefit from, this Contract.

4.6 The Contractor shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors or omissions of the Contractor or their Subcontractors in the performance of Work under this Contract.

ARTICLE 5 OWNER'S RESPONSIBILITIES

5.1 The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

5.2 By signing this contract, the Owner attests that all State of Maine procurement requirements for this contract have been met, including the solicitation of competitive bids.

ARTICLE 6 INSTRUMENTS OF SERVICE

6.1 The Contractor's use of the drawings, specifications and other documents known as the Consultant's Instruments of Service is limited to the execution of the Contractor's scope of work of this project unless the Contractor receives the written consent of the Owner and Consultant for use elsewhere.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 This Contract shall be governed by the laws of the State of Maine.

7.2 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Owner may withhold without cause.

7.3 Notwithstanding any other provision of this Agreement, if the Owner does not receive sufficient funds to fund this Agreement or funds are de-appropriated, or if the Owner does not receive legal authority from the Maine State Legislature or Maine Courts to expend funds intended for this Agreement, then the Owner is not obligated to make payment under this Agreement; provided, however, the Owner shall be obligated to pay for services satisfactorily performed prior to any such non-appropriation in accordance with the termination provisions of this agreement. The Owner shall timely notify the Consultant of any non-appropriation and the effective date of the non-appropriation.

ARTICLE 8 CONTRACT DOCUMENTS

8.1 The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.

8.2 Specifications: *indicate date of issuance of project manual*

8.3 Drawings: *note each sheet number and title*

8.4 Addenda: *note each addenda number and date, or "none"*

BGS Project No.: _____

The Agreement is effective as of the date executed by the approval authority.

OWNER**CONTRACTOR**

(Signature) (Date)
name and title

name of contracting entity
address

telephone
email address

(Signature) (Date)
name and title

name of contractor company
address

telephone
email address
Vendor Number

(Indicate names of the review and approval individuals appropriate to the approval authority.)

select proper approval authority**Reviewed by:****Approved by:**

(Signature) (Date)
insert name

Project Manager/ Contract Administrator

(Signature) (Date)
Joseph H. Ostwald

Director, Planning, Design & Construction

00 61 13.13
Contractor Performance Bond

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of the Contract Price \$ insert the Contract Price in numbers for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly and faithfully perform the contract entered into this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of insert name of project as designated in the contract documents, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

00 61 13.13
Contractor Performance Bond

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this *insert date, i.e.: 8th* day of *select month, select year*, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

Contractor

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

00 61 13.16
Contractor Payment Bond

Bond No.: insert bond number

We, the undersigned, insert company name of Contractor, select type of entity of insert name of municipality in the State of insert name of state as principal, and insert name of surety as Surety, are hereby held and firmly bound unto select title of obligee in the penal sum of the Contract Price \$ insert the Contract Price in numbers for the use and benefit of claimants, defined as an entity having a contract with the principal or with a subcontractor of the principal for labor, materials, or both labor and materials, used or reasonably required for use in the performance of the contract, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the principal in connection with the work described in the contract entered into this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of insert name of project as designated in the contract documents, and shall fully reimburse the obligee for all outlay and expense with said obligee may incur in making good any default of said principal, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

00 61 13.16
Contractor Payment Bond

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

Contractor

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

State of Maine
CONSTRUCTION CONTRACT

Change Order - Details

Project name
Contractor company name

C. O. Number:

TABLE D

ASI No.	RFI No.	CR No.	CP No.	CO Item No.
Item name				
Description of Work				
Reason or Necessity of Work				
Cost Breakdown	Subcontractor base cost	Subcontractor Markup ($\leq 20\%$)	Contractor base cost	Contractor Markup ($\leq 10\%$ or $\leq 20\%$)
	\$0	\$0	\$0	\$0
Reason Code	CC	Total Cost		\$0
Compensation	lump sum	Calendar Days		0
Initiated by	Consultant	Supporting documentation		is attached

Reason Code

EO Error or omission of Consultant
 UC Unforeseen job site condition
 OC Owner-generated change
 RC Regulatory authority-generated change
 CC Contractor-generated change

- Use one Table D sheet for each Change Order item.
- Use Table D sheets with the BGS Change Order Table A (cost) and Table B (time) summaries and signature sheet, and the BGS Change Order Table C (list of items) sheet.

signature

date

Consultant (A/E)

Contractor

Owner

Other

Bureau of General Services

19 May 2020

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Definitions

1. Definitions

- 1.1 *Addendum*: A document issued by the Consultant that amends the Bid Documents. Addenda shall not be issued less than seventy-two hours prior to the specified bid opening time.
- 1.2 *Allowance*: A specified dollar amount for a particular scope of work or service included in the Work that is identified in the Bid Documents and included in each Bidder's Bid. The Contractor shall document expenditures for an Allowance during the Project. Any unused balance shall be credited to the Owner. The Contractor is responsible for notifying the Owner of anticipated expenses greater than the specified amount and the Owner is responsible for those additional expenses.
- 1.3 *Alternate Bid*: The Contractor's written offer of a specified dollar amount, submitted on the Bid Form, for the performance of a particular scope of work described in the Bid Documents. The Owner determines the low bidder based on the sum of the base Bid and any combination of Alternate Bids that the Owner selects.
- 1.4 *Architect*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to "Consultant" in State of Maine contract forms.
- 1.5 *Architectural Supplemental Instruction (ASI)*: A written instruction from the Architect for the purpose of clarification of the Contract Documents. An ASI does not alter the Contract Price or Contract Time. ASIs may be responses to RFIs and shall be issued by the Architect in a timely manner to avoid any negative impact on the Schedule of Work.
- 1.6 *Bid*: The Contractor's written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of the Work. A Bid may include bonds or other requirements. A base Bid is separate and distinct from Alternate Bids, being the only cost component necessary for the award of the contract, and representing the minimum amount of Work that is essential for the functioning of the Project.
- 1.7 *Bid Bond*: The security designated in the Bid Documents, furnished by Bidders as a guaranty of good faith to enter into a contract with the Owner, should a contract be awarded to that Bidder.
- 1.8 *Bidder*: Any business entity, individual or corporation that submits a bid for the performance of the work described in the Bid Documents, acting directly or through a duly authorized representative. See also *Responsive and Responsible Bidder*.
- 1.9 *Bid Documents*: The drawings, procurement and contracting requirements, general requirements, and the written specifications -including all addenda, that a bidder is required to reference in the submission of a bid.
- 1.10 *Bureau*: The State of Maine Bureau of Real Estate Management (formerly known as Bureau of General Services, or BGS) in the Department of Administrative and Financial Services.
- 1.11 *Calendar days*: Consecutive days, as occurring on a calendar, taking into account each day of the week, month, year, and any religious, national or local holidays. Calendar days are used for changes in Contract Time.

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Definitions

- 1.12 *Certificate of Substantial Completion*: A document developed by the Consultant that describes the final status of the Work and establishes the date that the Owner may use the facility for its intended purpose. The Certificate of Substantial Completion may also include a provisional list of items - a "punch list" - remaining to be completed by the Contractor. The Certificate of Substantial Completion identifies the date from which the project warranty period commences.
- 1.13 *Certificate of Occupancy*: A document developed by a local jurisdiction such as the Code Enforcement Officer that grants permission to the Owner to occupy a building.
- 1.14 *Change Order (CO)*: A document that modifies the contract and establishes the basis of a specific adjustment to the Contract Price or the Contract Time, or both. Change Orders may address correction of omissions, errors, and document discrepancies, or additional requirements. Change Orders should include all labor, materials and incidentals required to complete the work described. A Change Order is not valid until signed by the Contractor, Owner and Consultant and approved by the Bureau.
- 1.15 *Change Order Proposal (COP) (see also Proposal)*: Contract change proposed by the Contractor regarding the contract amount, requirements, or time. The Contractor implements the work of a COP after it is accepted by all parties. Accepted COPs are incorporated into the contract by Change Order.
- 1.16 *Clerk of the Works*: The authorized representative of the Consultant on the job site. Clerk of the Works is sometimes called the Architect's representative.
- 1.17 *Construction Change Directive (CCD)*: A written order prepared by the Consultant and signed by the Owner and Consultant, directing a change in the Work prior to final agreement with the Contractor on adjustment, if any, in the Contract Price or Contract Time, or both.
- 1.18 *Contract*: A written agreement between the Owner and the successful bidder which obligates the Contractor to perform the work specified in the Contract Documents and obligates the Owner to compensate the Contractor at the mutually accepted sum, rates or prices.
- 1.19 *Contract Bonds (also known as Payment and Performance Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.20 *Contract Documents*: The drawings and written specifications (including all addenda), Standard General Conditions, and the contract (including all Change Orders subsequently incorporated in the documents).
- 1.21 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.
- 1.22 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.
- 1.23 *Contractor*: Also called the "General Contractor" or "GC" the individual or entity undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.

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Definitions

- 1.24 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.
- 1.25 *Drawings*: The graphic and pictorial portion of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.26 *Engineer*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to “Consultant” in State of Maine contract forms.
- 1.27 *Filed Sub-bid*: The designated major Subcontractor's (or, in some cases, Contractor's) written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of a particular portion of the Work. A Filed Sub-bid may include bonds or other requirements.
- 1.28 *Final Completion*: Project status establishing the date when the Work is fully completed in compliance with the Contract Documents, as certified by the Consultant. Final payment to the Contractor is due upon Final Completion of the Project.
- 1.29 *General Requirements*: The on-site overhead expense items the Contractor provides for the Project, typically including, but not limited to, building permits, construction supervision, Contract Bonds, insurance, field office, temporary utilities, rubbish removal, and site fencing. Overhead expenses of the Contractor's general operation are not included. Sometimes referred to as the Contractor's General Conditions.
- 1.30 *Owner*: The State agency which is represented by duly authorized individuals. The Owner is responsible for defining the scope of the Project and compensation to the Consultant and Contractor.
- 1.31 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
- 1.32 *Overhead*: General and administrative expenses of the Contractor's principal and branch offices, including payroll costs and other compensation of Contractor employees, deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work, and the Contractor's capital expenses, including interest on capital used for the work.
- 1.33 *Performance and Payment Bonds (also known as Contract Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.34 *Post-Bid Addendum*: Document issued by the Consultant that defines a potential Change Order prior to signing of the construction contract. The Post-Bid Addendum allows the Owner to negotiate contract changes with the Bidder submitting the lowest valid bid, only if the negotiated changes to the Bid Documents result in no change or no increase in the bid price.

A Post-Bid Addendum may also be issued after a competitive construction Bid opening to those Bidders who submitted a Bid initially, for the purpose of rebidding the Project work without re-advertising.

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Definitions

- 1.35 *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The Project, a public improvement, may be tied logistically to other public improvements and other activities conducted by the Owner or other contractors.
- 1.36 *Proposal (see also Change Order Proposal)*: The Contractor's written offer submitted to the Owner for consideration containing a specified dollar amount or rate, for a specific scope of work, and including a schedule impact, if any. A proposal shall include all costs for overhead and profit. The Contractor implements the work of a Proposal after it is accepted by all parties. Accepted Proposals are incorporated into the contract by Change Order.
- 1.37 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.38 *Punch List*: A document that identifies the items of work remaining to be done by the Contractor at the Close Out of a Project. The Punch List is created as a result of a final inspection of the work only after the Contractor attests that all of the Work is in its complete and permanent status.
- 1.39 *Request For Information (RFI)*: A Contractor's written request to the Consultant for clarification, definition or description of the Work. RFIs shall be presented by the Contractor in a timely manner to avoid any negative impact on the Schedule of Work.
- 1.40 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.41 *Requisition for Payment*: The document in which the Contractor certifies that the Work described is, to the best of the Contractor's knowledge, information and belief, complete and that all previous payments have been paid by the Contractor to Subcontractors and suppliers, and that the current requested payment is now due. See *Schedule of Values*.
- 1.42 *Responsive and Responsible Bidder*: A bidder who complies, on a given project, with the following *responsive* standards, as required by the bid documents:
provided specific qualifications to bid the project, if required;
attended mandatory pre-bid conferences, if required;
provided a bid prior to the close of the bid period;
submitted a complete bid form;
submitted other materials and information, such as bid security, as required;
and, meets the following minimums regarding these *responsible* standards:
sustains a satisfactory record of project performance;
maintains a permanent place of business in a known physical location;
possesses the financial means for short- and long-term operations;
possesses the appropriate technical experience;
employs adequate personnel and subcontractor resources;
maintains the equipment needed to perform the work;
complies with the proposed implementation schedule;
complies with the insurance and bonding requirements;
can provide post-construction warranty coverage;
and other criteria which can be considered relevant to the contract.

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Definitions

- 1.43 *Retainage*: The amount, calculated at five percent (5%) of the contract value or a scheduled value, that the Owner shall withhold from the Contractor until the work or portion of work is declared substantially complete or otherwise accepted by the Owner. The Owner may, if requested, reduce the amount withheld if the Owner deems it desirable and prudent to do so. (See Title 5 M.R.S.A., Section 1746.)
- 1.44 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
- 1.45 *Schedule of the Work*: The document prepared by the Contractor and approved by the Owner that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.
- 1.46 *Schedule of Values*: The document prepared by the Contractor and approved by the Owner before the commencement of the Work that specifies the dollar values of discrete portions of the Work equal in sum to the contract amount. The Schedule of Values is used to document progress payments of the Work in regular (usually monthly) requisitions for payment. See *Requisition for Payment*.
- 1.47 *Shop Drawings*: The drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 1.48 *Specifications*: The portion of the Contract Documents consisting of the written requirements of the Work for materials, equipment, systems, standards, workmanship, and performance of related services.
- 1.49 *Subcontractor*: An individual or entity undertaking the execution of any part of the Work by virtue of a written agreement with the Contractor or any other Subcontractor. Also, an individual or entity retained by the Contractor or any other Subcontractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.
- 1.50 *Substantial Completion*: Project status indicating when the Work or a designated portion of the Work is sufficiently complete in compliance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose without unscheduled disruption. Substantial Completion is documented by the date of the Certificate of Substantial Completion signed by the Owner and the Contractor.
- 1.51 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.
- 1.52 *Surety*: The individual or entity that is legally bound with the Contractor and Subcontractor to insure the faithful performance of the contract and for the payment of the bills for labor, materials and equipment by the Contractor and Subcontractors.
- 1.53 *Work*: The construction and services, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor and Subcontractors to fulfill the requirements of the Project as described in the Contract Documents.

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General Conditions

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General Conditions

1. Preconstruction Conference

- 1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner and Consultant. The purpose of this conference is as follows.
- 1.1.1 Introduce all parties who have a significant role in the Project, including:
- Owner (State agency or other contracting entity)
 - Owner's Representative
 - Consultant (Architect or Engineer)
 - Subconsultants
 - Clerk-of-the-works
 - Contractor (GC)
 - Superintendent
 - Subcontractors
 - Other State agencies
 - Construction testing company
 - Commissioning agent
 - Special Inspections agent
 - Bureau of General Services (BGS);
- 1.1.2 Review the responsibilities of each party;
- 1.1.3 Review any previously-identified special provisions of the Project;
- 1.1.4 Review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Consultant;
- 1.1.5 Review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Consultant;
- 1.1.6 Establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;
- 1.1.7 discuss jobsite issues;
- 1.1.8 Discuss Project close-out procedures;
- 1.1.9 Provide an opportunity for clarification of Contract Documents before work begins; and
- 1.1.10 Schedule regular meetings at appropriate intervals for the review of the progress of the Work.

2. Intent and Correlation of Contract Documents

- 2.1 The intent of the Contract Documents is to describe the complete Project. The Contract Documents consist of various components; each component complements the others. What is shown as a requirement by any one component shall be inferred as a requirement on all corresponding components.
- 2.2 The Contractor shall furnish all labor, equipment and materials, tools, transportation, insurance, services, supplies, operations and methods necessary for, and reasonably incidental to, the construction and completion of the Project. Any work that deviates from the Contract Documents which appears to be required by the exigencies of construction or by inconsistencies in the Contract Documents, will be determined by the Consultant and authorized in writing by the Consultant, Owner and the Bureau prior to execution. The Contractor shall be responsible for requesting clarifying information where the intent of the Contract Documents is uncertain.
- 2.3 The Contractor shall not utilize any apparent error or omission in the Contract Documents to the disadvantage of the Owner. The Contractor shall promptly notify the Consultant in writing of

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General Conditions

such errors or omissions. The Consultant shall make any corrections or clarifications necessary in such a situation to document the true intent of the Contract Documents.

3. Additional Drawings and Specifications

- 3.1 Upon the written request of the Contractor, the Owner shall provide, at no expense to the Contractor, up to five sets of printed Drawings and Specifications for the execution of the Work.
- 3.2 The Consultant shall promptly furnish to the Contractor revised Drawings and Specifications, for the area of the documents where those revisions apply, when corrections or clarifications are made by the Consultant. All such information shall be consistent with, and reasonably inferred from, the Contract Documents. The Contractor shall do no work without the proper Drawings and Specifications.

4. Ownership of Contract Documents

- 4.1 The designs represented on the Contract Documents are the property of the Consultant. The Drawings and Specifications shall not be used on other work without consent of the Consultant.

5. Permits, Laws, and Regulations

- 5.1 The Owner is responsible for obtaining any zoning approvals or other similar local project approvals necessary to complete the Work, unless otherwise specified in the Contract Documents.
- 5.2 The Owner is responsible for obtaining Maine Department of Environmental Protection, Maine Department of Transportation, or other similar state government project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.3 The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.4 The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.
- 5.5 The Contractor is responsible for obtaining and paying for all permits and licenses necessary for the implementation of the Work. The Contractor shall notify the Owner of any delays, variance or restrictions that may result from the issuing of permits and licenses.
- 5.6 The Contractor shall comply with all ordinances, laws, rules and regulations and make all required notices bearing on the implementation of the Work. In the event the Contractor observes disagreement between the Drawings and Specifications and any ordinances, laws, rules and regulations, the Contractor shall promptly notify the Consultant in writing. Any necessary changes shall be made as provided in the contract for changes in the work. The Contractor shall not perform any work knowing it to be contrary to such ordinances, laws, rules and regulations.
- 5.7 The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.

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- 5.8 The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).
6. Taxes
- 6.1 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.
- 6.2 Section 1760 further provides in subsection 61 that sales to a construction contractor or its subcontractor of tangible personal property that is to be physically incorporated in, and become a permanent part of, real property for sale to or owned by the Owner, are exempt from Maine State sales and use taxes. Tangible personal property is defined in 36 M.R.S. §1752 (17).
- 6.3 The Contractor may contact Maine Revenue Services, 24 State House Station, Augusta, Maine 04333 for guidance on tax exempt regulations authorized by 36 M.R.S. §1760 and detailed in Rule 302 (18-125 CMR 302).
7. Labor and Wages
- 7.1 The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.
- 7.2 The Consultant shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of \$50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.
- 7.3 On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.
- 7.4 The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.
- 7.5 The Contractor shall conform to Maine statute (39-A M.R.S. §105-A (6)) by providing to the Workers' Compensation Board a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.
- 7.6 The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.

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- 7.7 The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security charges pertaining to this Project. Before final payments are made, the Contractor shall furnish to the Owner affidavits that all such payments described above have been made.
- 7.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.
- 7.9 The Contractor may contact the Maine Workers' Compensation Board, 27 State House Station, Augusta, Maine 04333 for guidance on workers' compensation issues.

8. Indemnification

- 8.1 The Contractor shall indemnify and hold harmless the Owner and its officers and employees from and against any and all damages, liabilities, and costs, including reasonable attorney's fees, and defense costs, for any and all injuries to persons or property, including claims for violation of intellectual property rights, to the extent caused by the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of work under this Agreement. The Contractor shall not be liable for claims to the extent caused by the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.
- 8.2 The Contractor shall notify the Owner promptly of all claims arising out of the performance of work under this Agreement by the Contractor, its employees or agents, officers or subcontractors.
- 8.3 This indemnity provision shall survive the termination of the Agreement, completion of the project or the expiration of the term of the Agreement.

9. Insurance Requirements

- 9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and BGS. The Contractor shall submit insurance certificates to the Owner and BGS at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BGS project number, and shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner and BGS.
- 9.2 The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor is responsible for the existence, extent and adequacy of insurance prior to commencement of work. The Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been confirmed by the Contractor.

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General Conditions

- 9.3 The Contractor shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought. The Contractor shall ensure that all Subcontractors they engage or employ will procure and maintain similar insurance in form and amount acceptable to the Owner and BGS. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.
- 9.3.1 The Contractor shall have Workers' Compensation insurance for all employees on the Project site in accordance with the requirements of the Workers' Compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:
- | | |
|---------------------------------|-------------------------|
| Bodily Injury by Accident | \$500,000 |
| Bodily Injury by Disease | \$500,000 Each Employee |
| Bodily Injury by Disease | \$500,000 Policy Limit |
- 9.3.2 The Contractor shall have Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a location or project basis. Minimum acceptable limits are:
- | | |
|---|-------------|
| General aggregate limit | \$2,000,000 |
| Products and completed operations aggregate | \$1,000,000 |
| Each occurrence limit | \$1,000,000 |
| Personal injury aggregate | \$1,000,000 |
- 9.3.3 The Contractor shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:
- | | |
|--------------------------------|-----------|
| Any one accident or loss | \$500,000 |
|--------------------------------|-----------|
- 9.3.4 The Contractor shall have Owner's Protective Liability insurance for contract values \$50,000 and above, naming the Owner as the Named Insured. Minimum acceptable limits are:
- | | |
|-------------------------------|-------------|
| General aggregate limit | \$2,000,000 |
| Each occurrence limit | \$1,000,000 |
- 9.4 The Owner has determined the appropriate coverage for this particular project, verified the coverage with the State of Maine Division of Risk Management, and selected the proper option on the contract form. Property Insurance for this construction contract shall be one of the options described below.
- 9.4.1 Non-standard project insured by the Contractor –
 Projects of this type include, but are not limited to, site improvements such as parking lots, boat launches, utility runs, and free-standing mechanical or electrical equipment, and do not necessarily include buildings. The Contractor shall procure and maintain an appropriate level of property insurance naming the Owner, Contractor and any Subcontractors as insureds as their interest may appear. Covered cause of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is

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applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

9.4.2 New construction insured by the Contractor –

The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and any Subcontractors as insureds as their interest may appear. Covered cause of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

9.4.3 Renovations and additions to existing State-owned buildings insured by the Owner (State of Maine Division of Risk Management) –

Builder's Risk insurance will be provided by the State of Maine in accordance with the terms and conditions of the State's property policy. The Owner shall notify Maine Division of Risk Management concerning the project, including the nature and value of the work, planned start and completion date, and the name of the General Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Exclusions common to commercial property policies may be applicable. A Builder's Risk certificate of insurance will be furnished to the Contractor upon request.

The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by the Contractor and at Contractor expense.

9.4.4 Renovations and additions to existing buildings not insured by the Owner (State of Maine Division of Risk Management) –

The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and all Subcontractors as insureds as their interests may appear. The covered cause of loss form shall be Risks of Direct Physical Loss, endorsed to include flood, earthquake, testing and ensuing loss and shall include coverage for materials in transit and materials stored off site. Coverage shall be on a replacement cost and a completed value basis. Unless specifically authorized by the Owner, the limit of insurance shall not be less than the contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

10. Contract Bonds

10.1 When noted as required in the Bid Documents, the Contractor shall provide to the Owner a Performance Bond and a Payment Bond, or "contract bonds", upon execution of the contract. Each bond value shall be for the full amount of the contract and issued by a surety company authorized to do business in the State of Maine as approved by the Owner. The bonds shall be executed on the forms furnished in the Bid Documents. The bonds shall allow for any subsequent additions or deductions of the contract.

10.2 The contract bonds shall continue in effect for one year after final acceptance of the contract to protect the Owner's interest in connection with the one year guarantee of workmanship and

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materials and to assure settlement of claims for the payment of all bills for labor, materials and equipment by the Contractor.

11. Patents and Royalties

- 11.1 The Contractor shall, for all time, secure for the Owner the free and undisputed right to the use of any patented articles or methods used in the Work. The expense of defending any suits for infringement or alleged infringement of such patents shall be borne by the Contractor. Awards made regarding patent suits shall be paid by the Contractor. The Contractor shall hold the Owner harmless regarding patent suits that may arise due to installations made by the Contractor, and to any awards made as a result of such suits.
- 11.2 Any royalty payments related to the work done by the Contractor for the Project shall be borne by the Contractor. The Contractor shall hold the Owner harmless regarding any royalty payments that may arise due to installations made by the Contractor.

12. Surveys, Layout of Work

- 12.1 The Owner shall furnish all property surveys unless otherwise specified.
- 12.2 The Contractor is responsible for correctly staking out the Work on the site. The Contractor shall employ a competent surveyor to position all construction on the site. The surveyor shall run the axis lines, establish correct datum points and check each line and point on the site to insure their accuracy. All such lines and points shall be carefully preserved throughout the construction.
- 12.3 The Contractor shall lay out all work from dimensions given on the Drawings. The Contractor shall take measurements and verify dimensions of any existing work that affects the Work or to which the Work is to be fitted. The Contractor is solely responsible for the accuracy of all measurements. The Contractor shall verify all grades, lines, levels, elevations and dimensions shown on the Drawings and report any errors or inconsistencies to the Consultant prior to commencing work.

13. Record of Documents

- 13.1 The Contractor shall maintain one complete set of Contract Documents on the jobsite, in good order and current status, for access by the Owner and Consultant.
- 13.2 The Contractor shall maintain, continuously updated, complete records of Requests for Information, Architectural Supplemental Instructions (or equivalent), Information Bulletins, supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Consultant.

14. Allowances

- 14.1 The Contract Price shall include all allowances described in the Contract Documents. The Contractor shall include all overhead and profit necessary to implement each allowance in their Contract Price.

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- 14.2 The Contractor shall not be required to employ parties for allowance work against whom the Contractor has a reasonable objection. In such a case, the Contractor shall notify the Owner in writing of their position and shall propose an alternative party to complete the work of the allowance.

15. Shop Drawings

- 15.1 The Contractor shall administer Shop Drawings prepared by the Contractor, Subcontractors, suppliers or others to conform to the approved Schedule of the Work. The Contractor shall verify all field measurements, check and authorize all Shop Drawings and schedules required by the Work. The Contractor is the responsible party and contact for the Contractor's work as well as that of Subcontractors, suppliers or others who provide Shop Drawings.
- 15.2 The Consultant shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.
- 15.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.
- 15.4 The Contractor shall make any corrections required by the Consultant, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Consultant shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless the Contractor has called such deviations to the attention of the Consultant at the time of submission and secured the Consultant's written approval. The acceptance of Shop Drawings or schedules by the Consultant does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

16. Samples

- 16.1 The Contractor shall furnish for approval, with reasonable promptness, all samples as directed by the Consultant. The Consultant shall review and approve such samples, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents. The subsequent work shall be in accord with the approved samples.

17. Substitutions

- 17.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term "or approved equal" shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.
- 17.2 The Contractor may submit detailed information about a proposed substitution to the Consultant for consideration. Particular models of items and particular materials which the Contractor

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asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Consultant. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.

- 17.3 The Consultant may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source of the information, the considerations of minimum standards described above, or other considerations. The Consultant should briefly state the rationale for the decision. The decision shall be considered final.
- 17.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

18. Assignment of Contract

- 18.1 The Contractor shall not assign or sublet the contract as a whole without the written consent of the Owner. The Contractor shall not assign any money due to the Contractor without the written consent of the Owner.

19. Separate Contracts

- 19.1 The Owner reserves the right to create other contracts in connection with this Project using similar General Conditions. The Contractor shall allow the Owner's other contractors reasonable opportunity for the delivery and storage of materials and the execution of their work. The Contractor shall coordinate and properly connect the Work of all contractors.
- 19.2 The Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in work of the Owner's other contractors that impacts the proper execution or results of the Contractor. The Contractor's failure to observe or report any deficiencies constitutes an acceptance of the Owner's other contractors work as suitable for the interface of the Contractor's work, except for latent deficiencies in the Owner's other contractors work.
- 19.3 Similarly, the Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in their own work that would impact the proper execution or results of the Owner's other contractors.
- 19.4 The Contractor shall report to the Consultant and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.
- 19.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

20. Subcontracts

- 20.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.

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- 20.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.
- 20.3 The Contractor shall not employ any Subcontractor or use any material until they have been approved, or where there is reason to believe the resulting work will not comply with the Contract Documents.
- 20.4 The Contractor, not the Owner, is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.
- 20.5 Neither the Contract Documents nor any Contractor-Subcontractor contract shall indicate, infer or create any direct contractual relationship between any Subcontractor and the Owner.
21. Contractor-Subcontractor Relationship
- 21.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.
- 21.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed and requisitioned by the Subcontractor, the approved dollar amount allowed to the Contractor no more than seven days after receipt of payment from the Owner.
- 21.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.
- 21.4 The Contractor shall pay the Subcontractor for completed and requisitioned subcontract work, less retainage, no more than seven days after receipt of payment from the Owner for the Contractor's approved Requisition for Payment, even if the Consultant fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.
- 21.5 The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.
- 21.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.
- 21.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.
- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.

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- 21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 21.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Consultant's instructions.

22. Supervision of the Work

- 22.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.
- 22.2 The superintendent represents the Contractor on the jobsite. Directives given by the Consultant or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Consultant and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.
- 22.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Consultant. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Consultant that was not revealed by the superintendent in a timely way.

23. Observation of the Work

- 23.1 The Contractor shall allow the Owner, the Consultant and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.
- 23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.
- 23.4 The Consultant shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work

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concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.

- 23.5 The Consultant may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.
- 23.6 The Bureau shall periodically observe the Work during the course of construction and make recommendations to the Contractor or Consultant as necessary. Such recommendations shall be considered and implemented through the usual means for changes to the Work.

24. Consultant's Status

- 24.1 The Consultant represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Consultant has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the Contractor. The Consultant has authority to stop the work whenever such an action is necessary, in the Consultant's reasonable opinion, to ensure the proper execution of the contract.
- 24.2 The Consultant is the interpreter of the conditions of the contract and the judge of its performance. The Consultant shall favor neither the Owner nor the Contractor, but shall use the Consultant's powers under the contract to enforce faithful performance by both parties.
- 24.3 In the event of the termination of the Consultant's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Consultant relative to this contract shall be that of the former Consultant.

25. Management of the Premises

- 25.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Consultant's directions shall not cause the use of premises to be impeded for the Contractor or Owner.
- 25.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 25.3 The Contractor shall enforce the Consultant's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.
- 25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.

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26. Safety and Security of the Premises

- 26.1 The Contractor shall designate, and make known to the Consultant and the Owner, a safety officer whose duty is the prevention of accidents on the site.
- 26.2 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.
- 26.3 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.
- 26.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.
- 26.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
- 26.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
- 26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.
- 26.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Consultant may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 26.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Consultant must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.
- 26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.
- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic

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substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.

- 26.12 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces "broom clean". See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.

27. Changes in the Work

- 27.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.
- 27.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.
- 27.3 The Consultant shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.
- 27.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Consultant. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.
- 27.5 The method of determining the dollar value of extra work shall be by:
- .1 an estimate of the Contractor accepted by Owner as a lump sum, or
 - .2 unit prices named in the contract or subsequently agreed upon, or
 - .3 cost plus a designated percentage, or
 - .4 cost plus a fixed fee.
- 27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.
- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
 - .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
 - .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.
- 27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.

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- 27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.
- 27.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.
- 27.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.
- 27.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.
- 27.12 The Consultant may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 27.13 The Contractor shall immediately give written notification to the Consultant of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Consultant. The Consultant shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the discovered conditions warrant a Change Order.
- 27.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Consultant if the Contractor claims that instructions by the Consultant will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Consultant shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.
28. Correction of the Work
- 28.1 The Contractor shall promptly remove from the premises all work the Consultant declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.
- 28.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Consultant. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which

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the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.

28.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract. The Owner shall promptly give notice of observed defects to the Contractor and Consultant. The Consultant shall determine the status of all claimed defects. The Contractor shall perform all remedial work without unjustifiable delay in either the initial response or the corrective action.

28.4 The Consultant may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.

29. Owner's Right to do Work

29.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Consultant approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.

29.2 The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.

30. Termination of Contract and Stop Work Action

30.1 The Owner may, owing to a certificate of the Consultant indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes:

- .1 the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or
- .2 a receiver is appointed due to the Contractor's insolvency, or
- .3 the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or
- .4 the Contractor fails to make prompt payment to Subcontractors or suppliers of materials or labor, or
- .5 the Contractor persistently disregards laws, ordinances or the instructions of the Consultant, or is otherwise found guilty of a substantial violation of a provision of the Contract Documents.

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- 30.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance shall be paid to the Contractor. If the expense of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The Consultant shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.
- 30.3 The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Consultant, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.
- 30.4 The Contractor may, if the Consultant fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Consultant, with seven days written notice to the Owner and the Consultant, stop the Work or terminate this Contract.

31. Delays and Extension of Time

- 31.1 The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Consultant, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Consultant shall determine the status of all claimed causes.
- 31.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Consultant. In case of a continuing cause of delay, only one claim is necessary.
- 31.3 The contract shall not be extended due to failure of the Consultant to furnish drawings if no schedule or agreement is made between the Contractor and the Consultant indicating the dates which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.
- 31.4 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Document.

32. Payments to the Contractor

- 32.1 As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Consultant. The Consultant may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.

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- 32.2 The Contractor shall submit an application for each payment ("Requisition for Payment") on a form approved by the Owner and Consultant. The Consultant may require receipts or other documents showing the Contractor's payments for materials and labor, including payments to Subcontractors.
- 32.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.
- 32.4 The Consultant shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Consultant may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner's interests prior to payments being certified.
- 32.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.
- 32.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner's interests. The Consultant shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.
- 32.7 Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.
- 32.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does not conform to the Contract Documents. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year from final payment or from requirements of the Drawings and Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

33. Payments Withheld

- 33.1 The Owner shall retain five percent of each payment due the Contractor as part security for the fulfillment of the contract by the Contractor. The Owner may make payment of a portion of this "retainage" to the Contractor temporarily or permanently during the progress of the Work. The Owner may thereafter withhold further payments until the full amount of the five percent is

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reestablished. The Contractor may deposit with the Maine State Treasurer certain securities in place of retainage amounts due according to Maine Statute (5 M.R.S. §1746).

- 33.2 The Consultant may withhold or nullify the whole or a portion of any Requisitions for Payment submitted by the Contractor in the amount that may be necessary, in his reasonable opinion, to protect the Owner from loss due to any of the following:
- .1 defective work not remedied;
 - .2 claims filed or reasonable evidence indicating probable filing of claims;
 - .3 failure to make payments properly to Subcontractors or suppliers;
 - .4 a reasonable doubt that the contract can be completed for the balance then unpaid;
 - .5 liability for damage to another contractor.

The Owner shall make payment to the Contractor, in the amount withheld, when the above circumstances are removed.

34. Liens

- 34.1 The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the final payment or any part of the retainage payment is released. The Contractor shall provide with the release of liens an affidavit asserting each release includes all labor and materials for which a lien could be filed. Alternately, the Contractor, in the event any Subcontractor or supplier refuses to furnish a release of lien in full, may furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien.
- 34.2 In the event any lien remains unsatisfied after all payments to the Contractor are made by the Owner, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fees.

35. Workmanship

- 35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Consultant's decision on the quality of work shall be final.
- 35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.
- 35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Consultant may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Consultant at the Contractor's expense.
- 35.4 The Contractor shall request clarification or revision of any design work by the Consultant, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The

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General Conditions

Consultant shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Consultant regarding the required request for information.

- 35.5 The Contractor shall guarantee the Work against any defects in workmanship and materials for a period of one year commencing with the date of the Certificate of Substantial Completion, unless specified otherwise for specific elements of the project. The Work may also be subdivided in mutually agreed upon components, each defined by a separate Certificate of Substantial Completion.

36. Close-out of the Work

- 36.1 The Contractor shall remove from the premises all waste materials caused by the work. The Contractor shall make the spaces "broom clean" unless a more thorough cleaning is specified. The Contractor shall clean all windows and glass immediately prior to the final inspection, unless otherwise directed.
- 36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Consultant, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.
- 36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, customarily called the "punch list", to be corrected by the Contractor. The Consultant shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Consultant, and Contractor.
- 36.4 The Contractor shall not call for final inspection of any portion of the Work that is not completely and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
- 36.5 The Contractor and all major Subcontractors shall participate in the end-of-warranty-period conference, typically scheduled close to one year after the Substantial Completion date.

37. Date of Completion and Liquidated Damages

- 37.1 The Contractor may make a written request to the Owner for an extension or reduction of time, if necessary. The request shall include the reasons the Contractor believes justifies the proposed completion date. The Owner may grant the revision of the contract completion date if the Work was delayed due to conditions beyond the control and the responsibility of the Contractor. The Contractor shall not conduct unauthorized accelerated work or file delay claims to recover alleged damages for unauthorized early completion.
- 37.2 The Contractor shall vigorously pursue the completion of the Work and notify the Owner of any factors that have, may, or will affect the approved Schedule of the Work. The Contractor may be found responsible for expenses of the Owner or Consultant if the Contractor fails to make notification of project delays.
- 37.3 The Project is planned to be done in an orderly fashion which allows for an iterative submittal review process, construction administration including minor changes in the Work and some bad

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General Conditions

weather. The Contractor shall not file delay claims to recover alleged damages on work the Consultant determines has followed the expected rate of progress.

- 37.4 The Consultant shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor's control.
- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

If the original contract amount is:	The per day Liquidated Damages shall be:
Less than \$100,000	\$250
\$100,000 to less than \$2,000,000	\$750
\$2,000,000 to less than \$10,000,000	\$1,500
\$10,000,000 and greater	\$1,500 plus \$250 for each \$2,000,000 over \$10,000,000

38. Dispute Resolution

38.1 Mediation

- 38.1.1 A dispute between the parties which arises under this Contract which cannot be resolved through informal negotiation, shall be submitted to a neutral mediator jointly selected by the parties.
- 38.1.2 Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.
- 38.1.3 In any mediation between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

38.2 Arbitration

- 38.2.1 If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (MUAA), except as otherwise provided in this section.
- 38.2.2 The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.

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General Conditions

- 38.2.3 The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.
- 38.2.4 In any arbitration between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

00 73 46
Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

- A. This Section includes the wage determination requirements for Contractors as issued by the State of Maine Department of Labor Bureau of Labor Standards or the United States Department of Labor.

1.3 Requirements

- A. Conform to the wage determination schedule for this project which is shown on the following page.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

**State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906**

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

**2021 Fair Minimum Wage Rates
Highway & Earth Kennebec County**

<u>Occupational Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupational Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$ 19.51	\$ 2.48	\$ 21.99	Ironworker - Reinforcing	\$ 28.36	\$ 0.00	\$ 28.36
Backhoe Loader Operator	\$ 27.75	\$ 4.55	\$ 32.30	Laborer - Skilled	\$ 24.37	\$ 1.24	\$ 25.61
Boom Truck (Truck Crane) Operator	\$ 25.00	\$ 5.86	\$ 30.86	Laborers (Helpers & Tenders)	\$ 18.50	\$ 0.89	\$ 19.39
Bulldozer Operator	\$ 21.75	\$ 1.97	\$ 23.72	Loader Operator - Front-End	\$ 24.02	\$ 4.08	\$ 28.10
Carpenter - Rough	\$ 30.76	\$ 19.72	\$ 50.48	Mechanic- Maintenance	\$ 23.91	\$ 13.25	\$ 37.16
Cement Mason/Finisher	\$ 20.50	\$ 1.42	\$ 21.92	Millwright	\$ 25.75	\$ 5.41	\$ 31.16
Communication Equip Installer	\$ 22.00	\$ 0.00	\$ 22.00	Painter	\$ 20.15	\$ 0.16	\$ 20.31
Crane Operator =>15 Tons)	\$ 29.00	\$ 6.68	\$ 35.68	Paver Operator	\$ 23.91	\$ 8.15	\$ 32.06
Crusher Plant Operator	\$ 20.00	\$ 2.90	\$ 22.90	Pipelayer	\$ 24.50	\$ 3.63	\$ 28.13
Electrician - Licensed	\$ 31.98	\$ 17.24	\$ 49.22	Reclaimer Operator	\$ 26.83	\$ 13.25	\$ 40.08
Electrician Helper/Cable Puller	\$ 18.50	\$ 2.39	\$ 20.89	Roller Operator - Earth	\$ 20.00	\$ 3.28	\$ 23.28
Excavator Operator	\$ 24.00	\$ 3.70	\$ 27.70	Roller Operator - Pavement	\$ 23.47	\$ 4.23	\$ 27.70
Fence Setter	\$ 18.50	\$ 2.00	\$ 20.50	Screed/Wheelman	\$ 23.00	\$ 1.96	\$ 24.96
Flagger	\$ 15.00	\$ 0.00	\$ 15.00	Stone Mason	\$ 25.00	\$ 1.88	\$ 26.88
Grader/Scraper Operator	\$ 29.37	\$ 8.90	\$ 38.27	Truck Driver - Heavy	\$ 20.00	\$ 1.15	\$ 21.15
Highway Worker/Guardrail Installer	\$ 24.87	\$ 1.36	\$ 26.23	Truck Driver - Light	\$ 24.15	\$ 0.38	\$ 24.53
Hot Top Plant Operator	\$ 23.91	\$ 13.25	\$ 37.16	Truck Driver - Medium	\$ 20.50	\$ 1.37	\$ 21.87
Industrial Truck (Forklift) Operator	\$ 26.83	\$ 3.25	\$ 30.08	Truck Driver - Tractor Trailer	\$ 21.00	\$ 2.17	\$ 23.17

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices – The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

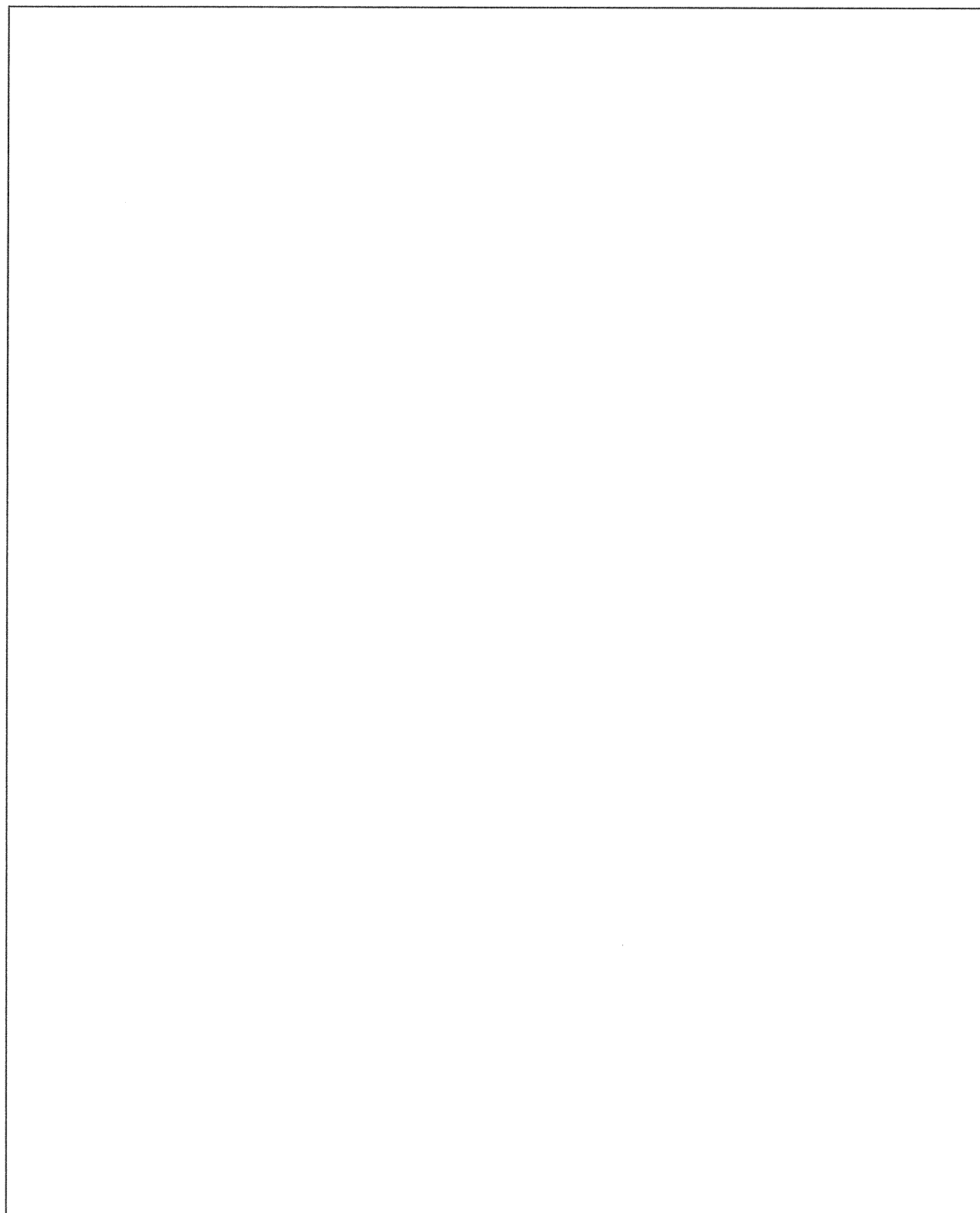
A true copy

Attest: Scott R. Cotnoir
Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

Expiration Date: 12-31-2021

Revised 2-25-2021

00 73 46
Wage Determination Schedule



End of Section 00 73 46

SPECIAL PROVISIONS

GENERAL REQUIREMENTS FOR ALL CONSTRUCTION

Scope of Work to be Done - The Contract work to be performed under these specifications consists of furnishing all required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, the installation of construction improvements in accordance with the drawings appearing hereinafter or annexed hereto and as further elaborated in the Specifications.

Standards - The Work hereinafter shall be done in a thorough, workmanlike manner. Any reference to a specification of designation of the American Society for Testing Materials, Federal specifications, or other standards, codes or orders, refers to the most recent or latest specification or designation. Where names of specific products may be designated in these specifications or in the details appearing on the drawings, the intent is to state the general type and quality of product desired without ruling out use of other products of equal type and quality provided such product has been approved in writing by the Owner or his representative.

Layout of Work - The work shall be laid out to true lines and grades in full accord with the drawings. The Contractor will establish the surveying of lines and grades from a base line and bench mark at the construction site.

Electrical Power, Water, and Sanitary Facilities - The Contractor shall furnish electrical power, water, and sanitary facilities for his exclusive use at the construction site for his exclusive use should the contractor deem this essential for the proper performance of the contract.

Protection of the Public - The contractor shall erect and maintain barricades, lights and warning signs to the extent required by law for protection of the Public.

Guarantee - The contractor shall guarantee the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom which shall appear within a period of one year from the date of substantial completion of the project.

Bid Bond/Security: A 5% bid bond, or other approved bid security, of the total bid amount is required to be furnished by the Contractor with the bid.

Bonds - 100% Contract Performance Bond and 100% Contract Payment Bond is required to be furnished by the site contractor.

Prebid meeting attendance - Bidders shall be required to attend a pre-bid meeting in order to submit a bid for the project.

Preconstruction Conference - A preconstruction conference shall be required before any construction occurs on the project.

Plan development: The project plans have been assembled using Maine GIS aerial photos and approximate site measurements for selected areas of the site. They are not meant to be exactly correct in all dimensions, but are to be utilized to assist the Contractor with the intent of the project improvements. Contours shown on the drawings have been taken from MeGIS . The contours should be utilized to show general drainage areas. The Contractor will be required to simulate these same drainage areas to the extent that no puddles will form on the final pavement surface and resulting stormwater runoff is directed into the drainage system.

Intent of project: The base project bid (Parking Area B/C) work is to remove the existing pavement and underlying gravels in the parking area including adjacent sidewalks where noted, install a stabilization fabric, install underdrain and storm drainage components, install electrical conduits and components, install new gravels in sidewalks and parking areas to a uniform slope with a minimum 95% compaction density, install light bases/poles/fixtures, pave the parking lot with a

total 3.5" thick bituminous concrete pavement, install curbing, install detectable warning plates and pavements in sidewalk areas, install landscaping, re-stripe the parking lot with 4" wide white paint, installing concrete foundation base for one "Blue Security box" (installation of unit by others), loam/seed/mulch all remaining disturbed areas, and other miscellaneous improvements. A security camera is to be (purchased and installed by others) on one of the light poles.

An alternate add-on bid #1 includes total reconstruction of Parking Area A along Wade Street. This entails the same construction items listed above for only Parking Area A, and includes installing concrete foundation bases for 1 additional "Blue Security box", and 2 Electric Vehicle Charging Stations (installation of units by others).

Specifications: The project work items are specified according to the "State of Maine Department of Transportation Standard Specifications (latest revision)". Copies of this standard specification may be obtained from MDOT for a nominal charge. The specifications within the MDOT specification book will be utilized for written direction and as further elaborated in these special provisions or denoted on the plans.

Work Hours - Work may progress Monday through Saturday, 7:00 AM to 7:00 PM. Upon written approval by the Owner, work at times other than above may proceed.

Phasing Work Area Construction Plan: As noted above, the bid proposal is setup for a base bid which includes all pertinent improvements associated with parking areas B/C (parking lot along Higgins Street). We have also provided for an alternate add-on bid #1 that includes all pertinent improvements associated with parking area A (parking lot along Wade Street).

It is the Contractors responsibility to secure the site and insure safe construction activity at all times.

Excess material: Any excess material (i.e. pavement, excavations, etc.) shall become the Contractors responsibility for disposal.

Payment for work: (See Construction Contract section 00 52 13 and General Conditions section 00 72 13 for additional information). The Contractor shall submit a schedule of values for the lump sum cost of the project for both the base bid and alternate add-on bid #1. The Owner shall pay the Contractor for the performance of the contract. The Owner shall make payments on account of the contract as provided therein as follows: Each month 95% of the value, based on the schedule of values, labor, and materials incorporated into the work as of the first day of that month as certified by the Engineer. A final payment shall be due 30 days after completion and acceptance of the work, provided the Contractor has submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been paid.

Completion date: The work to be performed under this contract shall be completed on or before October 15, 2021.

Liquidated Damages: For each calendar day the project remains uncompleted beyond October 15, 2021, a \$750.00 cost shall be charged as liquidated damages.

Material testing: Material testing for the loam, gravels, pavements, concrete curb, and compaction densities are required to be submitted to the Engineer/Owner. All costs for material testing are at Contractor expense. Materials and testing are further identified in the MDOT specifications book for the type of material or construction item being installed.

General Conditions: The Contractor is further directed to review, understand, and acknowledge to the Owner, the General Conditions (item 00 72 13) included with this bid prior to construction.

Questions pertaining to this project may be addressed to Steve Roberge, SJR Engineering Inc., 16 Thurston Drive, Monmouth, Maine

04259, Telephone 207-242-6248. Answers to questions will be issued in addenda format to all bidders.

Electrical Specifications For Chamberlain St. Parking Lots Improvements

Prepared by:
Brain Gardner
Allied Engineering
160 Veranda St.
Portland, Me 04103

APRIL 09, 2021

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 DEFINITIONS

- A. VFC: Variable frequency controller.

1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- 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. Alpha Wire.
 - 2. Belden Inc.
 - 3. Encore Wire Corporation.
 - 4. General Cable Technologies Corporation.
 - 5. Southwire Incorporated.
 - 6. KME America, Inc.

7. Pentair.
8. Watlow Electric Manufacturing Company.

- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN and Type XHHW.
- D. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC with ground wire.

2.2 CONNECTORS AND SPLICES

- 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. Hubbell Power Systems, Inc.
 2. Ideal Industries, Inc.
 3. Ilsco; a branch of Bardes Corporation.
 4. NSi Industries LLC.
 5. O-Z/Gedney; a brand of the EGS Electrical Group.
 6. 3M; Electrical Markets Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 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 NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Electric service secondaries (utility or stand-by source): Copper, stranded
- B. Panel Feeders: Copper, stranded.
- C. Branch Circuits: Copper, stranded

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-2-THWN-2, single conductors in raceway.
- B. Exposed Feeders: EMT or GRS with type THHN/THWN-2, single conductors in raceway.
- C. Feeders Concealed in Cabinets/Enclosures, Ceilings, Walls, Partitions, and Crawlspace: EMT or metal-sheathed cable with type THHN/THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.
- E. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway except where type MI cable is specified.
- F. Branch Circuits Concealed in Cabinets/Enclosures, Ceilings, Walls, and Partitions: MC cable or type THHN-2-THWN-2, single conductors in raceway. Where infrastructure is exposed in areas without ceilings, MC cabling shall not be used.
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in cabinets/enclosures or finished walls, ceilings, and floors unless otherwise indicated.
- B. Terminations for pole mounted luminaire power wiring shall be executed utilizing Polaris or Insultap type connections located inside the respective light pole handhole.
- C. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- 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. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 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 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and emergency system feeder conductors for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- B. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260100 - BASIC ELECTRICAL REQUIREMENTS

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. General requirements applicable to all Division 26 sections.

1.3 TEMPORARY POWER AND LIGHTING

- A. Provide a separately metered temporary electrical service for the construction area.
- B. Power Distribution: Provide weatherproof, grounded circuits with ground-fault interruption features, with proper power characteristics and either permanently wired or plug-in connections as appropriate for intended use. Provide overload-protected disconnect switch for each circuit at distribution panel. Space 4-gang convenience outlets (20 amp circuit) so that every portion of work can be reached with 100' extension cord.
- C. Temporary Lighting: Provide lighting of intensity and quality sufficient for proper and safe performance of the work and for access thereto and security thereof, minimum average illumination level in every room shall be 20 footcandles.

1.4 Removals

- A. All existing electrical items that are currently unused or become unused as a result of renovations shall be removed

1.5 GENERAL REQUIREMENTS APPLICABLE TO ALL DIVISION 26 SECTIONS

- A. Regulatory Requirements:

- 1. Conform to the requirements of all laws and regulations applicable to the work.
 - 2. Conform to the requirements of Federal State and Municipal Building Codes.
 - 3. Cooperate with all authorities having jurisdiction.
 - 4. Compliance with laws and regulations governing the work on this project does not relieve the Contractor from compliance with more restrictive requirements contained in these specifications.

5. If the Contract Documents are found to be at variance with any law or regulation, the Contractor shall notify the Architect/Engineer promptly in writing. The Contractor shall assume full responsibility for any work contrary to law or regulation, and shall bear all costs for the corrections thereof.
6. Minimum Requirements: The more stringent of the 2011 National Electrical Code (NEC) or the edition enforced by the local Authority Having Jurisdiction, Underwriters Laboratories, Inc. (UL), the National Fire Codes, and National Fire Protection Association (NFPA) are a minimum requirement for work under this section. Design drawings and other specification sections shall govern in those instances where requirements are greater than those required by code.

B. REFERENCES

1. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
 - a. National Fire Protection Association (NFPA).
 - b. National Electrical Code (NEC)
 - c. National Electrical Safety Code (NESC)
 - d. Underwriters Laboratories, Inc. (UL)
 - e. American National Standards Institute (ANSI)
 - f. Certified Ballast Manufacturers Association (CBM)
 - g. National Electrical Manufacturers Association (NEMA)
 - h. International Municipal Signal Association (IMSA)
 - i. Institute of Electrical and Electronic Engineers (IEEE)
 - j. American Society for Testing Materials Specifications (ASTM)
 - k. National Bureau of Standards Handbook (NBS)
 - l. Occupational Safety and Health Administration (OSHA)
 - m. Americans with Disabilities Act (ADA)
 - n. Insulated Power Cable Engineers Association Specifications (IPCEA)

C. Permits, Fees, and Inspections:

1. Secure and pay for all permits, fees, licenses, inspections, etc., required for the work under Division 26.
2. Schedule and pay for all legally required inspections and cooperate with inspecting officers.
3. Provide Certificates of Inspection and Approval from all regulatory authorities having jurisdiction over the work in Division 26.

D. The Contractor shall study all drawings and specifications and acquaint itself with the existing conditions and the requirements of the plans and specifications. No claim will be recognized for extra compensation due to the failure of the Contractor to familiarize itself with the conditions and extent of the proposed work.

E. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

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

1.6 EFFICIENCY MAINE

- A. The contractor shall participate in the activities associated with Efficiency Maine incentive approval process including but not limited to; preparation and submission of required incentive application(s) and the tracking and submission of measure specific invoices to Efficiency Maine within 60 days of the completion of the work.
- B. The contractor shall also:
 - 1. Become familiar with the Efficiency Maine Business Program including available incentives and the application and review process.
 - 2. Review plans and specifications for any and all incentive opportunities, prescriptive and custom.
- C. The project schedule shall reflect and accommodate the time required to achieve application preapproval from EM. No equipment shall be purchased until preapproval is received from EM.
- D. All invoices shall be forwarded to EM within 60 days of the completion of work. This deliverable shall be shown on the project schedule as a milestone date and coordinated with all contractors to assure compliance with this requirement.
- E. Efficiency Maine is available to assist in the application process and can be reached at 866-376-2463

1.7 COORDINATION

- A. Provide coordination drawings in accordance with Section 010000 "General Requirements".
- B. Coordinate the work of Division 26 with other Divisions, the Owner, and utility companies.
- C. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- D. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

- E. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07.
- F. Coordination Drawings: Provide in accordance with Division 1. Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Well in advance of ordering and fabricating materials, the Contractor shall submit to the architect and engineer coordination drawings depicting how all components fit within the Work. Such drawings shall be at a scale of $1/4" = 1'-0"$. Congested areas shall be at a scale no less than $3/8" = 1'-0"$.
 - 2. This process shall start with underground utilities within the structural foundations to avoid any conflicts during installation.
 - 3. Contractor shall coordinate the installations to avoid conflicts with wall partitions, ceiling heights, or other finish material requirements. Coordinate all components between the trades.
 - 4. Coordination Drawings shall bear the submittal stamp of the Contractor and signatures of all mechanical, plumbing, fire protection, and electrical trades indicating that all areas have been reviewed and space conditions have been resolved.
 - 5. If any space conflicts cannot be resolved, immediately notify the Architect. Potential conflicts shall be highlighted with resolution suggestions provided by the Contractor.
 - 6. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - 7. The design team has produced a Building Information Model for use in the development of the construction documents. This model may be used by the Contractor for these coordination efforts; subject to the electronic file transfer agreement. Use of the Building Information Model is not required; but is made available. If DWG files are requested, subject to the electronic file transfer agreement, the DWG files will be produced from REVIT (BIM software); not from AutoCAD and shall be provided "as-is"; which may not be reflective of the printed construction documents. By requesting and using these electronic files, the Contractor acknowledges the electronic files are to be used as a base and the Contractor's coordination drawings will require specific information added and modifications to the design diagrams made by the Contractor.
 - 8. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - 9. Duct bank and conduit installations, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to conduit and duct bank layout.
 - 10. Sizes and bottom elevations of duct bank, feeder, and conduit runs, including, bracing, boxes, and support systems.
 - 11. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - 12. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - 13. Suspended ceiling components.
 - 14. Structural members.
 - 15. Size and location of initial access modules for acoustical tile.
 - 16. Penetrations of smoke barriers and fire-rated construction.

17. Items penetrating finished ceiling – examples: lighting fixtures, sprinklers, etc.
- G. Coordinate use of project space and sequence of installation of mechanical and electrical work, which is indicated diagrammatically on drawings. Follow routings shown for conduits, duct banks, and feeders as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- H. The drawings show the general arrangement of systems and equipment but do not show all required fittings, pull boxes, junction boxes and offsets that may be necessary to connect conduits, feeders and duct banks to equipment, and to coordinate with other trades. Provide all necessary fittings, pull boxes, splice boxes, offsets and runs based on field measurements and at no additional cost. Coordinate with other trades for space available and relative location of equipment and accessories. Conduit and duct bank location on the drawings shall be altered by contractor where necessary to avoid interferences and clearance difficulties.
- I. Corrections or comments made on the Shop Drawings during the review do not relieve Contractor from compliance with requirements of the drawings and specifications. The Contractor is responsible for: confirming and correcting all quantities; checking electrical characteristics and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.
- J. Coordinate use of project space and sequence of installation of work.
- K. Arrange for conduit spaces, chases, slots, and openings in building structure during progress of construction, to allow for installations. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- L. Coordinate requirements for access panels and doors for items requiring access that are concealed behind finished surfaces. Access panels shall be provided for concealed boxes and devices, or any item requiring inspection or maintenance. Access panels shall be of sufficient size and located so that the concealed items may be serviced, maintained, or replaced.
1. Access panels and doors are specified in Division 8 and shall be provided by the trade responsible for the equipment that needs access.
 2. Maintain space in front of access doors (do not block with pipes, etc.) to allow for sufficient maintenance access.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 DEFINITIONS

- A. VFC: Variable frequency controller.

1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- 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. Alpha Wire.
 - 2. Belden Inc.
 - 3. Encore Wire Corporation.
 - 4. General Cable Technologies Corporation.
 - 5. Southwire Incorporated.
 - 6. KME America, Inc.

7. Pentair.
8. Watlow Electric Manufacturing Company.

- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN and Type XHHW.
- D. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC with ground wire.

2.2 CONNECTORS AND SPLICES

- 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. Hubbell Power Systems, Inc.
 2. Ideal Industries, Inc.
 3. IlSCO; a branch of Bardes Corporation.
 4. NSi Industries LLC.
 5. O-Z/Gedney; a brand of the EGS Electrical Group.
 6. 3M; Electrical Markets Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 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 NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Electric service secondaries (utility or stand-by source): Copper, stranded
- B. Panel Feeders: Copper, stranded.
- C. Branch Circuits: Copper, stranded

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-2-THWN-2, single conductors in raceway.
- B. Exposed Feeders: EMT or GRS with type THHN/THWN-2, single conductors in raceway.
- C. Feeders Concealed in Cabinets/Enclosures, Ceilings, Walls, Partitions, and Crawlspace: EMT or metal-sheathed cable with type THHN/THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.
- E. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway except where type MI cable is specified.
- F. Branch Circuits Concealed in Cabinets/Enclosures, Ceilings, Walls, and Partitions: MC cable or type THHN-2-THWN-2, single conductors in raceway. Where infrastructure is exposed in areas without ceilings, MC cabling shall not be used.
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in cabinets/enclosures or finished walls, ceilings, and floors unless otherwise indicated.
- B. Terminations for pole mounted luminaire power wiring shall be executed utilizing Polaris or Insultap type connections located inside the respective light pole handhole.
- C. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- 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. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 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 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and emergency system feeder conductors for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- B. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes methods and materials for grounding systems and equipment.

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8. Only allowed when MC cabling is used.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors, terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

- C. Grounding Bus: Rectangular bars of annealed copper, 1/4 by 2 inches (6 by 50 mm) in cross section, unless otherwise indicated; with insulators.

2.2 CONNECTORS

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B. Lay-in Lug Connector: Compression type, copper or copper alloy rated for direct burial.
- C. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- D. Mechanical-Type Bus-Bar Connectors: Cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar
- E. Conduit Hubs: Mechanical type, terminal with threaded hub.
- F. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad, sectional type; 3/4 inch by 10 ft.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductors, except stranded conductors may be used when MC cabling is used or for conductors No.6 AWG and larger unless otherwise indicated.
- B. Grounding Conductors: Green-colored insulation with continuous yellow stripe.
- C. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum unless noted otherwise.
 - 1. Bury at least 30 inches (600 mm) below grade.
- D. Grounding Bus: Install in electrical and telephone equipment cabinet, in cabinets housing service equipment, and elsewhere as indicated.
 - 1. Install bus horizontally on insulated spacers 1 inch (25 mm), minimum, from cabinet enclosure 6 inches (150 mm) above bottom of cabinet, unless otherwise indicated.
- E. Conductor Terminations and Connections:
 - 1. Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors.

3. Connections to Ground Rods: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors must be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Exterior Cabinet Strip Heaters, Heat-Tracing, and Anti-frost Heating Cables: Install a separate insulated equipment grounding conductor to each electric strip heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- C. Signal and Communication Equipment: For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
 1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-2-by-12-inch grounding bus.
 2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.
- 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.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inch 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.
- C. For grounding electrode system, install at least two 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

- D. 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 so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.
- E. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless steel separators and mechanical clamps.
 - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections and prepare test reports:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Test completed grounding system at each location where a maximum ground-resistance level is specified. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance not less 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.
 - 3. Prepare dimensioned drawings locating each test well, ground rod and ground rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- B. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity 500 kVA and Less: 10 ohms.
 - 2. Power and Lighting Equipment or System with Capacity 500 to 1000 kVA: 5 ohms.
 - 3. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).

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

END OF SECTION 260526

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
- B. Related Sections include the following:
 - 1. Division 26 Section "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. EPDM: Ethylene-propylene-diene terpolymer rubber.
- C. FMC: Flexible metal conduit.
- D. IMC: Intermediate metal conduit.
- E. LFMC: Liquidtight flexible metal conduit.
- F. NBR: Acrylonitrile-butadiene rubber.
- G. RNC: Rigid nonmetallic conduit.

1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
 - 2. For handholes and boxes for underground wiring, including the following:

- a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.
- C. Manufacturer Seismic Qualification Certification: Submit certification that enclosures and cabinets and their mounting provisions, including those for internal components, will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the cabinet or enclosure will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will retain its enclosure characteristics, including its interior accessibility, after the seismic event."

1.5 QUALITY ASSURANCE

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

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflec Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. O-Z Gedney; a unit of General Signal.
 - 5. Wheatland Tube Company.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. IMC: ANSI C80.6.
- D. EMT: ANSI C80.3.
- E. FMC: Zinc-coated steel.

- F. LFMC: Flexible steel conduit with PVC jacket.
- G. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 - 2. Fittings for EMT: Steel set-screw type.
 - 3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch, with overlapping sleeves protecting threaded joints.
- H. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 NONMETALLIC CONDUIT AND TUBING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 3. Arnco Corporation.
 - 4. CANTEX Inc.
 - 5. Carlon Electrical Products.
 - 6. RACO; a Hubbell Company.
 - 7. Thomas & Betts Corporation.
- B. RNC: NEMA TC 2, Type EPC-40-PVC, unless otherwise indicated.
- C. Fittings and RNC: NEMA TC 3; match to conduit or tubing type and material.

2.3 OPTICAL FIBER/COMMUNICATIONS CABLE RACEWAY AND FITTINGS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Arnco Corporation.
 - 2. Endot Industries Inc.
 - 3. IPEX Inc.
 - 4. Lamson & Sessions; Carlon Electrical Products.
- C. Description: Comply with UL 2024; flexible type, approved for plenum installation.

2.4 METAL WIREWAYS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Cooper B-Line, Inc.
 - 2. Hoffman.
 - 3. Square D; Schneider Electric.
- B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, unless otherwise indicated.
- C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Hinged type.
- E. Finish: Manufacturer's standard enamel finish.

2.5 SURFACE RACEWAYS

- A. Surface Metal Raceways: Galvanized steel with snap-on covers.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Thomas & Betts Corporation.
 - b. Walker Systems, Inc.; Wiremold Company (The).
 - c. Wiremold Company (The); Electrical Sales Division.
 - 2. Shall only be used where specifically indicated on drawings.

2.6 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 - 2. EGS/Appleton Electric.
 - 3. Erickson Electrical Equipment Company.
 - 4. Hoffman.
 - 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 - 6. O-Z/Gedney; a unit of General Signal.
 - 7. RACO; a Hubbell Company.
 - 8. Thomas & Betts Corporation.
 - 9. Walker Systems, Inc.; Wiremold Company (The).

- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.
- G. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Plastic finished inside with radio-frequency-resistant paint.
- H. Cabinets:
 - 1. NEMA 250, Type 4X, stainless-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 align with owner's direction.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.

2.7 SLEEVES FOR RACEWAYS

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
 - 1. Exposed Conduit: Rigid steel conduit.

2. Concealed Conduit, Aboveground: Rigid steel conduit.
3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC
4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R

B. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed and Subject to Physical Damage: Rigid steel conduit.
3. Concealed in Cabinets/enclosures, 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: Rigid steel conduit
6. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: EMT.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, in damp or wet locations.

C. Minimum Raceway Size: $\frac{3}{4}$ 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.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

H. 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.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
3. Change from RNC to rigid steel conduit or IMC before rising above the floor.

I. 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.

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

K. 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.

L. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:

1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.
2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
3. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.

M. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

N. 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.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Rectangular Sleeve Minimum Metal Thickness:
 - 1. For sleeve cross-section rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
 - 2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 6 inches above finished floor level unless noted otherwise.
- G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway unless sleeve seal is to be installed.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry.
- I. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- J. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between raceway and sleeve for installing mechanical sleeve seals.

3.4 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.5 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Conduit, ducts, and duct accessories for direct-buried and single duct runs.

1.3 DEFINITION

- A. RNC: Rigid nonmetallic conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Duct-bank materials, including separators and miscellaneous components.
 - 2. Ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
 - 3. Warning, messenger, and measurement tapes

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- B. Comply with ANSI C2.
- C. Comply with NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver ducts to Project site with ends capped. Store nonmetallic ducts with supports to prevent bending, warping, and deforming.

1.7 PROJECT CONDITIONS

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

1.8 COORDINATION

- A. Coordinate layout and installation of ducts with final arrangement of other utilities, site grading, and surface features as determined in the field.
- B. Coordinate elevations of ducts into and boxes with final locations and profiles of ducts and duct banks as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations from those indicated as required to suit field conditions and to ensure that duct runs drain away from building, and as approved by Architect.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.
- B. RNC: NEMA TC 2, Type EPC-40-PVC and Type EPC-80-PVC, UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

2.2 Exterior boxes for underground duct

- A. Description: Comply with SCTE 77.
 - 1. Color: Gray.
 - 2. Configuration: Units shall be designed for above ground mounting on pedestal.
 - 3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
 - 4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 - 5. Cover Legend: Molded lettering, As indicated for each service.

PART 3 - EXECUTION

3.1 GENERAL

- A. Comply with utility company specifications and requirements for ducts, raceways, and enclosures for use by utility companies.

3.2 UNDERGROUND DUCT APPLICATION

- A. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type EPC-80-PVC for normal feeders and emergency feeders, in direct-buried duct bank where not under paved driveways or roadways, unless otherwise indicated. Duct banks shall be concrete encased only if depth of conduit is less than 24" below finished grade.
- B. Ducts for Electrical Branch Circuits: RNC, NEMA Type EPC-80-PVC, in direct-buried duct bank, unless otherwise indicated.
- C. Underground Ducts for Telephone, Communications, or Data Utility Service Cables: RNC, NEMA Type EPC-80-PVC, unless otherwise indicated.
- D. Underground Ducts Crossing Paved Paths, Walks, Driveways, and Roadways: RNC, NEMA Type EPC-40-PVC and encased in concrete if depth of conduit is less than 24" below finished grade otherwise utilize EPC-80-PVC for direct-buried duct bank routed 24" or deeper below finished grade.

3.3 EARTHWORK

- A. Excavation and Backfill: Provided by Division 31 in accordance with Division 31 requirements, but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restore surface features at areas disturbed by excavation and reestablish original grades, unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoil, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Division 32.
- D. Cut and patch existing pavement in the path of underground ducts according to Division 01.

3.4 DUCT INSTALLATION

- A. Slope: Pitch ducts a minimum slope of 1:300 away from buildings and equipment.
- B. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches, both horizontally and vertically, at other locations, unless otherwise indicated.

- C. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- D. Duct Entrances to Boxes: Use end bells, spaced approximately 10 inches o.c. for 5-inch ducts, and vary proportionately for other duct sizes.
 - 1. Direct-Buried Duct Banks: Install an expansion and deflection fitting in each conduit in the area of disturbed earth adjacent to manhole or handhole.
 - 2. Grout end bells into structure walls from both sides to provide watertight entrances.
- E. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet outside the building wall without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition. Install conduit penetrations of building walls as specified in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."
- F. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig hydrostatic pressure.
- G. Pulling Cord: Install 160-lbf-test nylon pull cord / measurement tape in each buried conduit ducts, including spares (included footage measurement marks).
- H. Warning, Marker or Messenger Tape:
 - 1. Provide plastic Electric Marker tape in each conduit trench; approximately 12 inches below finished grade and no less than 12 inches above buried cable or conduit.
 - 2. Provide any spare buried RNC with Metallic Warning tape directly above or Metallic Messenger tape inside
- I. Direct-Buried Duct Banks:
 - 1. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
 - 2. Space separators close enough to prevent sagging and deforming of ducts, with not less than 5 spacers per 20 feet of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches between tiers.
 - 3. Excavate trench bottom to provide firm and uniform support for duct bank. Prepare trench bottoms as specified in Division 31 for pipes less than 6 inches in nominal diameter.
 - 4. Install backfill as specified in Division 31.
 - 5. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand-place backfill to 4 inches over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct

connections at end of run and complete backfilling with normal compaction as specified in Division 31.

6. Depth: Install top of duct bank at least 36 inches below finished grade, unless otherwise indicated.
7. Set elevation of bottom of duct bank below the frost line.
8. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete.
 - b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.

3.5 GROUNDING

- A. Ground according to Section 260526 "Grounding and Bonding for Electrical Systems."

3.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections and prepare test reports:
 1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts.
- B. Correct deficiencies and retest as specified above to demonstrate compliance.

3.7 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

END OF SECTION 260543

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for conductors.
 - 2. Underground-line warning tape.
 - 3. Warning labels and signs.
 - 4. Equipment identification labels.
 - 5. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

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

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by minimum ¾" wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil-thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- E. Write-On Tags: Polyester tag, 0.015 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Labels for Tags: Self-adhesive label, machine-printed with permanent, waterproof, black ink recommended by printer manufacturer, sized for attachment to tag.

2.2 RECEPTACLES

- A. All wall device plates, surface metal raceway device plates (or respective surface area) and ceiling mounted lab panel device plates (or respective surface area) shall be labeled with Panel ID and circuit number using self- adhesive label maker tape. White with black lettering for normal power circuits. Red with white lettering for stand by power circuits. Blue with white lettering for UPS power circuits.

2.3 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.

4. Pigmented polyolefin, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
5. Thickness: **4 mils.**
6. Weight: **18.5 lb/1000 sq. ft..**
7. **3-Inch** Tensile According to ASTM D 882: **30 lbf**, and **2500 psi**.

B. Color and Printing:

1. Comply with ANSI Z535.1 through ANSI Z535.5.
2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE,.
3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE,.

2.4 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

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

C. Baked-Enamel Warning Signs:

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

D. Metal-Backed, Butyrate Warning Signs:

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

E. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD."

2.5 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum **1/16 inch** thick for signs up to **20 sq. inches** and **1/8 inch** thick for larger sizes.

1. Engraved legend with black letters on white face.
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

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

2.6 EQUIPMENT IDENTIFICATION LABELS

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

2.7 CABLE TIES

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

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

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

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Provide conductor markers for each conductor in panelboards, gutters, pull boxes, outlet boxes, junction boxes, and at each load connection.
- C. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment, devices plates or raceway covers.
- D. Apply identification devices to surfaces that require finish after completing finish work.
- E. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- F. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

- G. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at **6 to 8 inches** below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds **16 inches** overall.

3.2 IDENTIFICATION SCHEDULE

- A. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of **6 inches** from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- B. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use nonmetallic plastic tag holder with adhesive-backed phase tags, and a separate tag with the circuit designation.
- C. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, self-adhesive, self-laminating polyester labels with the conductor or cable designation, origin, and destination.
- E. Control-Circuit Conductor Termination Identification: For identification at terminations provide self-adhesive, self-laminating polyester labels with the conductor designation.

- F. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- G. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- H. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- I. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 - 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Access doors and panels for concealed electrical items.
 - d. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
 - e. Enclosed switches.
 - f. Enclosed circuit breakers.
 - g. Enclosed controllers.
 - h. Receptacle plates
 - i. Receptacles in surface metal raceways

END OF SECTION 260553

SECTION 260923

LIGHTING CONTROL DEVICES

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. Photoelectric switches.
- 2. Lighting contactors.

B. Related Requirements:

- 1. Section 262726 "Wiring Devices" for wall-box dimmers, and manual light switches.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

- 1. Show installation details for the following:
 - a. Occupancy sensors.
- 2. Interconnection diagrams showing field-installed wiring.
- 3. Include diagrams for power, signal, and control wiring.

C. Field quality-control reports.

D. Sample Warranty: For manufacturer's warranties.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of lighting control device to include in operation and maintenance manuals.

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace lighting control devices that fail(s) in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Faulty operation of lighting control devices.
 - 2. Warranty Period: 2 year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. All products shall be Hubbell unless otherwise noted.
 - 1. Provide H Moss series for items included in that product series.

2.2 COLOR: All devices and wall plates shall be ivory unless noted otherwise

2.3 OUTDOOR PHOTOELECTRIC SWITCHES shall be Fisher Pierce, Model 7790B-SSS, 105-285 VAC

- A. Description: Solid state, with SPST dry contacts, to operate connected relay, contactor coils, or microprocessor input; complying with UL 773A, and compatible with ballasts and LED lamps.
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range.
 - 3. Time Delay: Fifteen-second minimum, to prevent false operation.
 - 4. Surge Protection: Metal-oxide varistor.
 - 5. Mounting: Twist lock complies with NEMA C136.10, with base-and-stem mounting or stem-and-swivel mounting accessories as required to direct sensor to the north sky exposure.
 - 6. Failure Mode: Luminaire stays ON.
 - 7. Power Pack: Digital controller capable of accepting three RJ45 inputs with two outputs rated for 20 A LED load at 120- and 277-V ac. Sensor has 24-V dc, Class 2 power source, as defined by NFPA 70.
 - a. With integral current monitoring
 - b. Compatible with digital addressable lighting interface.
 - c. Plenum rated.
- B. Provide Manual on/Auto off Switch located next to the lighting contactor panel that is serving the Exterior lighting. This switch shall be wired to bypass the photoelectric sensors.

2.4 LIGHTING CONTACTORS shall be Cutler Hammer ECCO4C8A8A.

- A. Description: Electrically operated and mechanically held, combination-type lighting contactors with non-fused disconnect, complying with NEMA ICS 2 and UL 508.
 - 1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less THD of normal load current).
 - 2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.
 - 3. Enclosure: Comply with NEMA 250.
 - 4. Provide with control and pilot devices as where indicated, matching the NEMA type specified for the enclosure.
 - 5. Provide with H/O/A switch mounted to cover of enclosure with a padlock able accessory that allows for safe LO/TO of coil control so that the photocell input can be bypassed during daytime hours for inspection or maintenance.

2.5 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine lighting control devices before installation. Reject lighting control devices that are damaged.
- B. Examine exterior cabinet/enclosure for suitable conditions where lighting control devices will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CONTACTOR INSTALLATION

- A. Comply with NECA 1.

- B. Mount electrically held lighting contactors with elastomeric isolator pads to eliminate structure-borne vibration unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.3 WIRING INSTALLATION

- A. Comply with NECA 1.
- B. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size is 3/4 inch.
- C. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- D. Size conductors according to lighting control device manufacturer's written instructions unless otherwise indicated.
- E. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.4 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 260553 "Identification for Electrical Systems."
 - 1. Identify controlled circuits in lighting contactors.
- B. Label lighting contactors with a unique designation.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate lighting control devices and perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections
 - 1. Operational Test: After installing contactors and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Lighting control devices will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

- A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting lighting control devices to suit actual occupied/operating conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.7 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for two years.
- B. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within 2 years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.

3.8 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices.

END OF SECTION 260923

SECTION 262416

PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Lighting and appliance branch-circuit panelboards.

1.3 DEFINITIONS

- A. SVR: Suppressed voltage rating.
- B. TVSS: Transient voltage surge suppressor.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
 - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 6. Include wiring diagrams for power, signal, and control wiring.
 - 7. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.

1.5 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Reports:

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

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

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01, include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.7 MAINTENANCE MATERIAL SUBMITTALS

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

1. Keys: Two spares for each type of panelboard cabinet lock.

1.8 QUALITY ASSURANCE

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

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

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

D. Comply with NEMA PB 1.

E. Comply with NFPA 70.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panelboards.
- B. Handle and prepare panelboards for installation according to NECA 407.

1.10 PROJECT CONDITIONS

- A. Environmental Limitations:
 - 1. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - a. Ambient Temperature: Not exceeding minus 22 deg F to plus 104 deg F.
 - b. Altitude: Not exceeding 6600 feet.
- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:
 - 1. Ambient temperatures within limits specified.
 - 2. Altitude not exceeding 6600 feet.
- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Owner no fewer than five days in advance of proposed interruption of electric service.
 - 2. Do not proceed with interruption of electric service without Owner's written permission.
 - 3. Comply with NFPA 70E.

1.11 COORDINATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

1.12 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS: All products shall be manufactured by Square D.

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548 "Vibration and Seismic Controls for Electrical Systems."
- B. Enclosures: Flush- and surface-mounted cabinets as indicated on the drawings.
 1. Rated for environmental conditions at installed location.
 - a. Outdoor Locations: NEMA 250, Type 3R.
 2. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
 3. Finishes:
 - a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Galvanized steel or same finish as panels and trim.
 4. Directory Card: Inside panelboard door, mounted in transparent card holder
- C. Incoming Mains Location: Top or bottom to match feeder locations.
- D. Phase, Neutral, and Ground Buses:
 1. Material: Tin-plated aluminum or Hard-drawn copper, 98 percent conductivity.
 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
- E. Conductor Connectors: Suitable for use with conductor material and sizes.
 1. Material: Tin-plated aluminum or Hard-drawn copper, 98 percent conductivity.
 2. Main and Neutral Lugs: Mechanical type.
 3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
- F. Service Equipment Label: NRTL labeled for use as service equipment for panelboards or load centers with one or more main service disconnecting and overcurrent protective devices.
- G. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- H. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
- B. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 2.
- C. Series rated panel boards shall not be used.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS shall be Square D NQOD.

- A. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- B. Mains: Circuit breaker or lugs only as scheduled.
- C. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- D. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.
- E. Panel board covers and surface trims shall be hinged.
- F. Circuit breakers shall have two forms of visible trip indication. The circuit breaker handle shall reside in a position between On and Off. In addition, there shall be a red VISI-trip indicator appearing in the clear window of the circuit breaker housing.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES shall be Square D.

- A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
 - 1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 - 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
 - 3. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
 - 4. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
 - 5. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Class B ground-fault protection (30-mA trip).

6. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:

- a. Standard frame sizes, trip ratings, and number of poles.
- b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
- c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
- d. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at percent of rated voltage.
- e. Under voltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
- f. Auxiliary Contacts: One SPDT switch with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts and "b" contacts operate in reverse of circuit-breaker contacts.
- g. Alarm Switch: Single-pole, normally open contact that actuates only when circuit breaker trips.
- h. Multipole units enclosed in a single housing or factory assembled to operate as a single unit.
- i. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
- j. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.5 ACCESSORY COMPONENTS AND FEATURES

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receive, inspect, handle, and store panelboards according to NECA 407.
- B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.
- C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install panelboards and accessories according to NECA 407.

- B. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- C. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- D. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
- E. Install filler plates in unused spaces.
- F. Stub four 1-inch empty spare conduits from each panelboard into accessible ceiling space or space designated to be ceiling space in the future. For panelboards in rooms without ceilings stub up to 24" below deck.
- G. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.
- H. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- C. Panelboards will be considered defective if they do not pass tests and inspections.

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

3.5 ADJUSTING

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

END OF SECTION 262416

SECTION 262726

WIRING DEVICES

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. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Twist-locking receptacles.
 - 3. Weather-resistant receptacles.
 - 4. Snap switches and wall-box dimmers.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. RFI: Radio-frequency interference.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Receptacles for Owner-Furnished Equipment: Match plug configurations.
 - 2. Cord and Plug Sets: Match equipment requirements.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

1.6 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 - PRODUCTS

2.1 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. Cooper Wiring Devices, Inc.: Division of Cooper Industries, Inc.
 - 2. Hubbell Incorporated: Wiring Device-Kellems.
 - 3. Leviton Manufacturing Co., Inc.
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, 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 NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
- B. Provide other NEMA configurations and ratings as indicated on drawings and schedules.
- C. Provide child-safe (type TRR) devices in all waiting rooms and children care areas

2.4 GFCI RECEPTACLES

A. General Description:

1. Straight blade, non-feed-through type.
2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A, NEMA 5-20R.

C. Provide other NEMA configurations and ratings as indicated on drawings and schedules.

2.5 TOGGLE SWITCHES

A. Shall be Hubbell

B. Comply with NEMA WD 1, UL 20, and FS W-S-896.

C. Switches, 120/277 V, 20 A

D. Pilot-Light Switches, 20 A

1. Description: Single pole, with neon-lighted handle, illuminated when switch is "off."

2.6 WALL PLATES

A. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Unfinished Spaces: Galvanized steel.
3. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.

B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

2.7 FINISHES

A. Device Color:

1. Wiring Devices: shall be White.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 - 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 - 4. Install device boxes so that the cover plate does not cross a joint in wall finish materials unless the joint is troweled flush with the face of the wall.
 - 5. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
 - 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
 - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 - 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
- D. Device Installation:
 - 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 - 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 - 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 - 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 - 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
 - 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 - 8. Tighten unused terminal screws on the device.
 - 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the left.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical. Group adjacent switches under single, multigang wall plates.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:

1. Test Instruments: Use instruments that comply with UL 1436.
2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

- B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

- C. Wiring device will be considered defective if it does not pass tests and inspections.

- D. Prepare test and inspection reports.

**CHAMBERLAIN ST. PARKING IMPROVEMENTS
MAINE STATE HOUSE CAMPUS
AUGUSTA, MAINE**

**ISSUED FOR CONSTRUCTION
4/9/21**

END OF SECTION 2627226

SECTION 265600 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Exterior luminaires with LED arrays and drivers.
- 2. Poles and accessories.

B. Related Sections:

- 1. Section 265100 "Interior Lighting" for exterior luminaires normally mounted on exterior surfaces of buildings.

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color-rendering index.
- C. HID: High-intensity discharge.
- D. LED: Light emitting diode
- E. LER: Luminaire efficacy rating.
- F. Luminaire: Complete lighting fixture, including ballast housing if provided.
- G. Pole: Luminaire support structure, including tower used for large area illumination.
- H. Standard: Same definition as "Pole" above.

1.4 STRUCTURAL ANALYSIS CRITERIA FOR POLE SELECTION

- A. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied as stated in AASHTO LTS-4-M.
- B. Live Load: Single load of 500 lbf, distributed as stated in AASHTO LTS-4-M.

- C. Ice Load: Load of 3 lbf/sq. ft., applied as stated in AASHTO LTS-4-M Ice Load Map.
- D. Wind Load: Pressure of wind on pole and luminaire and banners and banner arms, calculated and applied as stated in AASHTO LTS-4-M.
 - 1. Basic wind speed for calculating wind load for poles 50 feet high or less is 90 mph.
 - a. Wind Importance Factor: 1.0.
 - b. Minimum Design Life: 25 years.
 - c. Velocity Conversion Factors: 1.0.

1.5 ACTION SUBMITTALS

- A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.
 - 2. Details of attaching luminaires and accessories.
 - 3. Details of installation and construction.
 - 4. Luminaire materials.
 - 5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
 - a. Manufacturer Certified Data: Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
 - 6. Photoelectric relays.
 - 7. Ballasts, including energy-efficiency data.
 - 8. Lamps, including life, output, CCT, CRI, lumens, and energy-efficiency data.
 - 9. Materials, dimensions, and finishes of poles.
 - 10. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.
 - 11. Anchor bolts for poles.
 - 12. Manufactured pole foundations.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Anchor-bolt templates keyed to specific poles and certified by manufacturer.
 - 3. Wiring Diagrams: For power, signal, and control wiring.

1.6 INFORMATIONAL SUBMITTALS

- A. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements in AASHTO LTS-4-M and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations by a professional engineer.
- B. Field quality-control reports.
- C. Warranty: Sample of special warranty.

1.7 CLOSEOUT SUBMITTALS

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

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Glass and Plastic Lenses, Covers, and Other Optical Parts: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 3. Ballasts: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 4. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

1.9 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- 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.
- C. Comply with IEEE C2, "National Electrical Safety Code."
- D. Comply with NFPA 70.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Store poles on decay-resistant-treated skids at least 12 inches above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.

- B. Retain factory-applied pole wrappings on metal poles until right before pole installation. For poles with nonmetallic finishes, handle with web fabric straps.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.
 - 1. Warranty Period for Luminaires: Five years from date of Substantial Completion.
 - 2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
 - 3. Warranty Period for Color Retention: Five years from date of Substantial Completion.
 - 4. Warranty Period for Poles: Repair or replace lighting poles and standards that fail in finish, materials, and workmanship within manufacturer's standard warranty period, but not less than three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, product(s) indicated on Drawings.
- B. Lighting fixture model numbers identified in the light fixture schedule indicate the basis of design for both performance and cost. Provide identified product or equal as approved by the Engineer. Utilize the substitution procedures outlined in the Division 1 specification sections to gain pre-approval by the engineer prior to submission of equipment during the submittal process.

2.2 GENERAL REQUIREMENTS FOR LUMINAIRES

- A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
 - 1. LER Tests Incandescent Fixtures: Where LER is specified, test according to NEMA LE 5A.
 - 2. LER Tests HID Fixtures: Where LER is specified, test according to NEMA LE 5B.
- B. Lateral Light Distribution Patterns: Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
- C. Metal Parts: Free of burrs and sharp corners and edges.

- D. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.
- E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
- F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
- G. Exposed Hardware Material: Stainless steel.
- H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- I. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.
- J. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
 - 1. White Surfaces: 85 percent.
 - 2. Specular Surfaces: 83 percent.
 - 3. Diffusing Specular Surfaces: 75 percent.
- K. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- L. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- M. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
 - 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
 - a. Color: As selected from manufacturer's standard catalog of colors.
- N. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
2. Class I, Color Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 611.

a. Color: As selected by Architect from manufacturer's standard catalog of colors.

- O. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps/LED engines and ballasts/drivers. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

2.3 DRIVERS FOR LED ENGINES

- A. UL 1598, suitable for Wet Locations.
- B. RoHS compliant.
- C. Design Lights Consortium (DLC) Certified.
- D. Housing: IP 66 rating.
- E. Voltage: Unit accepts 120V through 277V, 50hz to 60hz input.
- F. Output based on wattage of LED array.
- G. Include plug type disconnect.
- H. Power factor shall not be less than 90 percent.

2.4 LED LIGHT ENGINES

- A. Array wattage shall be as scheduled on the drawings plus or minus 8 percent for ambient temperature and forward voltage.
- B. Minimum Lumen Output: As scheduled on the drawings based on IESNA LM-79 or LM-80 testing.
- C. Color Temperature: As scheduled on the drawings with minimum 70 CRI.
- D. Lumen depreciation: 70 percent of initial output after 215,000 hours at a temperature of 40°C using IESNA LM-80 methodology.

2.5 GENERAL REQUIREMENTS FOR POLES AND SUPPORT COMPONENTS

- A. Structural Characteristics: Comply with AASHTO LTS-4-M.

1. Wind-Load Strength of Poles: Adequate at indicated heights above grade without failure, permanent deflection, or whipping in steady winds of speed indicated in "Structural Analysis Criteria for Pole Selection" Article.
 2. Strength Analysis: For each pole, multiply the actual equivalent projected area of luminaires and brackets by a factor of 1.1 to obtain the equivalent projected area to be used in pole selection strength analysis.
- B. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.
- C. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
1. Materials: Shall not cause galvanic action at contact points.
 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
 3. Anchor-Bolt Template: Plywood or steel.
- D. Handhole: Oval-shaped, with minimum clear opening of 2-1/2 by 5 inches, with cover secured by stainless-steel captive screws.
- E. Concrete Pole Foundations: Pre-cast, with anchor bolts to match pole-base flange. Concrete, reinforcement, and formwork are specified in Division 03.

2.6 STEEL POLES

- A. Poles: Comply with ASTM A 500, Grade B, carbon steel with a minimum yield of 46,000 psig; one-piece construction up to 40 feet in height with access handhole in pole wall.
1. Shape: Square, straight.
 2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.
- B. Brackets for Luminaires: Detachable, cantilever, without underbrace.
1. Adapter fitting welded to pole, allowing the bracket to be bolted to the pole mounted adapter, then bolted together with stainless-steel bolts.
 2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire.
 3. Match pole material and finish.
- C. Pole-Top Tenons: Fabricated to support luminaire or luminaires and brackets indicated, and securely fastened to pole top.
- D. Grounding and Bonding Lugs: Welded 1/2-inch threaded lug, complying with requirements in Section 260526 "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.

- E. Cable Support Grip: Wire-mesh type with rotating attachment eye, sized for diameter of cable and rated for a minimum load equal to weight of supported cable times a 5.0 safety factor.
- F. Factory-Painted Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or with SSPC-SP 8, "Pickling."
 - 2. Interior Surfaces of Pole: One coat of bituminous paint, or otherwise treat for equal corrosion protection.
 - 3. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
 - a. Color: As selected by Architect from manufacturer's standard colors.

2.7 POLE ACCESSORIES

- A. Base Covers: Manufacturers' standard metal units, arranged to cover pole's mounting bolts and nuts. Finish same as pole.

PART 3 - EXECUTION

3.1 LUMINAIRE INSTALLATION

- A. Install lamps in each luminaire.
- B. Fasten luminaire to indicated structural supports.
 - 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.

3.2 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on Drawings:
 - 1. Fire Hydrants and Storm Drainage Piping: 60 inches.
 - 2. Water, Gas, Electric, Communication, and Sewer Lines: five feet.

3. Trees: 15 feet from tree trunk.
- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in Division 03.
- D. Foundation-Mounted Poles: Mount pole with leveling nuts, and tighten top nuts to torque level recommended by pole manufacturer.
 1. Use anchor bolts and nuts selected to resist seismic forces defined for the application and approved by manufacturer.
 2. Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
 3. Install base covers unless otherwise indicated.
 4. Use a short piece of 1/2-inch-diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- E. Poles and Pole Foundations Set in Concrete Paved Areas: Install poles with minimum of 6-inch-wide, unpaved gap between the pole or pole foundation and the edge of adjacent concrete slab. Fill unpaved ring with pea gravel to a level 1 inch below top of concrete slab.
- F. Raise and set poles using web fabric slings (not chain or cable).
- G. Terminations for pole mounted luminaire power wiring shall be executed utilizing Polaris or Insultap type connections located inside the respective light pole handhole.

3.3 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Section 260533 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch-thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.4 GROUNDING

- A. Ground metal poles and support structures according to Section 260526 "Grounding and Bonding for Electrical Systems."
 1. Install grounding electrode for each pole unless otherwise indicated.
 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.

3.5 FIELD QUALITY CONTROL

- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.

- B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.
 - 1. Verify operation of photoelectric controls.
- C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION 265600

**CT4000 Pedestal Mount
Concrete Foundation
For Chamberlain St.
Parking Lot A Improvements**

CT4000 Pedestal Mount 4 Concrete Preparation

The ChargePoint charging station pedestal mount can be installed either into new concrete or onto an existing concrete surface (on an intermediate floor only). The kit components you need to use, the tools required, and the installation steps vary depending on the type of installation: installation on new concrete or installation on existing concrete.



WARNING:

Do not use expanding anchor bolts.
Do not install the CT4000 on an asphalt surface.

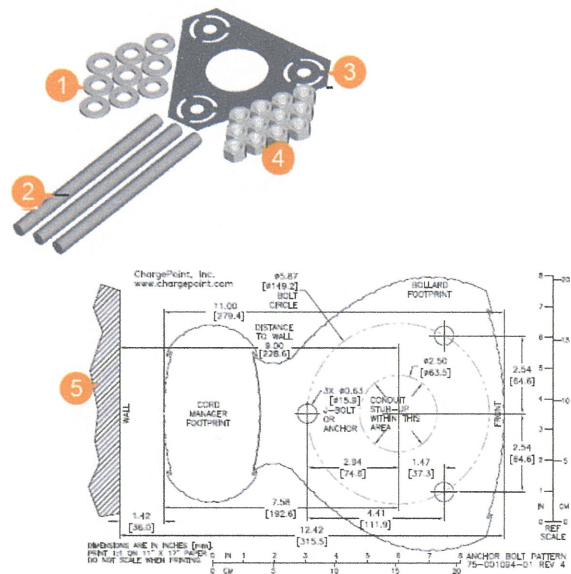
Concrete Mount Kit

ChargePoint offers an optional CT4000 Concrete Mount Kit for purchase. The kit contains all parts needed to install the CT4000 pedestal mount into new or existing concrete.

Kit Contents

- | | |
|---|---|
| 1 | 9 galvanized washers |
| 2 | 3 hot-dipped galvanized threaded bolts |
| 3 | 1 plastic bolt installation template |
| 4 | 12 hex nuts |
| 5 | CT4000 installation template with CMK footprint |

Note: The Concrete Mount Kit contains 12 hex nuts and 9 galvanized washers. You need only 6 of each for installation on existing concrete pad.



Installation into New Concrete

Before casting new concrete, review the site for suitability to install a CT4000. The CT4000 requires space behind the power stub-up for the Cable Management Kit (CMK). To ensure adequate clearance,

refer to the illustrations below and to the CT4000 Installation Template (75-001094-01) included in the Concrete Mount Kit.

Note: If the original copy of the installation template is lost, a new one can be printed at: <https://chargepoint.box.com/v/CT4000-bpt-enus>. Ensure the PDF version of the mounting template is accurate by printing at 100% scale on 11x17 paper and verifying at least one dimension.

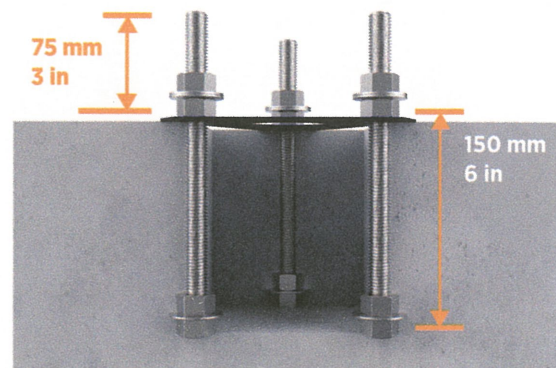
- Always check applicable codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.
- The concrete block must measure at least 600 mm (2 ft) on all sides.
- The bolt threads must extend 75 mm (3 in) above the concrete.
- The conduit must extend 300 to 600 mm (12 to 24 in) above the concrete.

Installation Instructions

1. Install two nuts, with two washers captured between them, onto each of the three bolts. Lock them together so the lower end of the upper nut is located 150 to 160 mm (6 to 6-1/4 in) from one end of the bolt. This sets the length of the exposed threads.
2. Place the plastic bolt installation template over the three bolts. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
3. On the opposite end of each bolt, install a nut, a washer, and a nut. Lock the two nuts together so that the lower nut aligns to the bottom of the bolt. This provides retention for the bolt in the concrete.
4. Immediately after pouring the concrete, push the bolts into the concrete 150 mm (6 in) deep.
 - Ensure correct alignment, with the two bolts facing forward and the third bolt to the rear.
 - Ensure that the top 75 mm (3 in) of the bolts remains exposed.
 - Use a bubble level to ensure the bolts are plumb.



Important: Rotate the bolts as you insert them. This allows the concrete to fully coat the threads of the bolts, reducing the amount of trapped air.



Note: The plastic bolt installation template can be left in place.

5. When the concrete is fully set, remove the upper nuts and the washers to install the pedestal's mounting post.

You are now ready to install the CT4000 pedestal mount charging station.

Installing on Existing Concrete

Review the site for suitability to install a CT4000. The CT4000 requires space behind the power stub-up for the Cable Management Kit (CMK). To ensure adequate clearance, refer to the CT4000 Installation Template (75-001094-01) included in the installation kit.

Minimum Requirements

- Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.
- Review the dimensions of the existing concrete slab. To safely mount a CT4000 charging station, the concrete must be at least 150 mm (6 in) thick. At this thickness, all of the CT4000 mounting bolts must be positioned at least 380 mm (15 in) from the front edge, at least 300 mm (12 in) from the side edges, and at least 150 mm (6 in) from the rear edge of the concrete slab.
- If an existing charging station is already in place at the installation site, turn off all power to the station and disassemble according to the original manufacturer's instructions. Cut away any existing bolts or non-power conduit stub-up to ground level. You may need to plug cut-away conduits at the slab end, and disconnect wiring at the other end.

Tools Required

Electric hammer drill with 12 mm (1/2 in) or larger chuck.

Consumables Required

The following table lists and describes consumable items that you will need. The quantity listed in the table is based on installation of one charging station.

Note: The consumption rate of these products varies depending on conditions at the installation site.

Quantity	Description	Purpose
1	Epoxy adhesive for concrete such as Hilti RE-500.	Fill drilled holes.
1	Electrical cleaning and maintenance aerosol, any angle spray duster, 235 ml (8 oz)	Clean drilled holes. Note: Compressed air will work.
1	Slow spiral round-shank masonry drill bit, 25 mm (1 in) diameter, 12.5 mm (1/2 in) shank, 255 mm (10 in) drill depth, 300 mm (12 in) length overall	Drill 25 mm (1 in) holes in concrete. Note: The holes must be at least 150 mm (6 in) deep.

Talkaphone "Blue Security Box"
Concrete Foundation
For Chamberlain St.
Parking Lot A Improvements

I. Introduction

This manual is for anchor bolt installation only. For instructions on installing the tower onto the anchor bolts, see the **ETP-MT Tower Installation Instructions**.

II. Contents

Before beginning installation, make sure you have all the included components. Each Tower consists of three packages. Package #1 is the anchor bolt kit labeled **MT BOLT KIT**. Package #2, is labeled **TOWER PTS (or TOWER PTS 24V)** and Package #3 contains the tower itself.

Anchor Bolt Install Kit

QTY	Part Number	Description
4	42838	J-Bolts
1	24717	MT/PM Aluminum Mounting Template

Tower Install Kit (keep for use when installing the tower)

QTY	Part Number	Description
8	42839	3/4"-10 Hex Nut
8	42840	3/4" Washer
3	42841	10-24 x 3/4" pan head tamperproof screw
2	42843	6-32 hex nut
1	67478	Polycarbonate light cover
1	68590	LED light board (12-24V AC/DC - 120VAC)
1	ETP-EL-L or ETP-EL12/24	120VAC LED Blue Light or 12VDC/24VAC/24VDC LED Blue Light

III. Installation

1. Electrical and telephone line conduits should be run through the foundation and into the center 4" diameter hole of the tower.



NOTE: To insure proper grounding of all electrical components, the tower mount should be effectively earth grounded from the grounding stud (located in the electrical box across from the lower access panel) with 6 AWG or better insulated, stranded copper wire to the metallic power service raceway (conduit) or an 8 foot or longer corrosion-resistant ground spike. All 120V connections should also be made inside this electrical box.



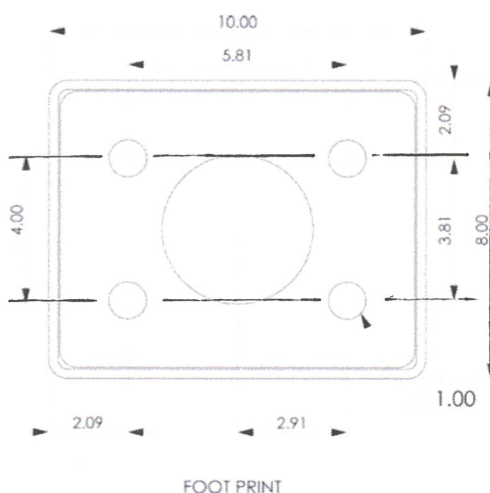
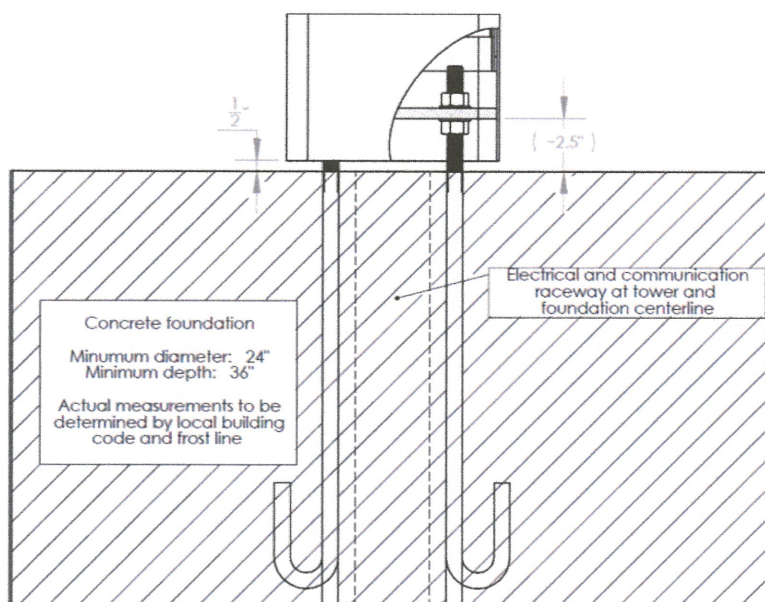
It is the installer's obligation to ensure compliance with all national, regional, and local regulations.

2. Pour the foundation at least 2 feet in diameter and 3 feet deep according to your local code and frost line (see foundation drawing on following page).

ETP-MT Anchor Bolt Installation Instructions

3. Install the four (4) 3/4" - 10 x 24 long anchor bolts below grade **with five inches (5") projecting above grade** (see foundation drawing on following page). Use the template provided to properly position the bolts within the concrete foundation. The arrow on the template indicates the front of the tower.

IV. ETP-MT Foundation Drawing



Installation must comply with all national, state, and local construction and electrical codes.

- Provide 120VAC from an un-switched source with preference to emergency generator powered source where available.
- LED Blue Light: 7.8W
- Install a single pole service disconnect switch inside the enclosure, or Ideal PowerPlugsm etc.
- Low voltage cabling may not be combined in the same AC conduit.

- Connect earth ground to the supplied lug.
- Provide a 24" minimum 16 ga. green lead for connection to the ETP-500E.

- Analog POTS terminated with RJ11 jack
- See Talk-a-Phone documentation for cable size and type

- One pair conductors such as 22/2 or 22/6 OAS

- The Wall Mount unit has two $\frac{3}{4}$ " knockouts located on the bottom and two on the back.

LED Beacon
- Gray color jacketed cable
White - 120VAC neutral
Black - 120VAC line via service switch

- Ground
- Green to Ground lead

Orange to LED Orange
Black to LED Black

- Monitoring using End of Line Resistor Pack Red and White to two EOLPKG black leads

"Wall Mount"

Wall Mount enclosure shall be mounted so that the call button is no higher than 48" max. FFE.

