WEST BATH/LEWISTON

HVAC CONTROLS UPGRADE

00 11 13
Notice to Contractors

Lewiston-West Bath HVAC Controls Upgrade

Controls for Lewiston-West Bath HVAC systems as they are both inefficient and antiquated.

The cost of the work is approximately $ 300,000. The work to be performed under this contract shall be completed on or before the Final Completion date of *10-1-19.*

1. **Sealed Contractor bids, in envelopes plainly marked "Bid for** *Lewiston-West Bath HVAC Controls"* **and addressed to:**

   Mr. Kevin Fogg
   Lewiston District Court
   71 Lisbon Street P. O. Box 1345
   Lewiston, Me 04243-1345

   will be opened and read aloud at *Lewiston District Court, 71 Lisbon Street, Lewiston, Me* **at 2:00 p.m. on** *May 24, 2019.* **Any bid submitted after the noted time will not be considered a valid bid and will remain unopened.**

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 BREM 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 BREM website.

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

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.** *10:00 AM Thursday May 16, 2019 at the public entry lobby of the Lewiston District Court.*

8. **Bid Documents - full sets only - will be available on or about *4-22-19*.**

9**. Bid Documents may be examined at**:

Lewiston District Court 71 Lisbon Street
Lewiston, Me 04243-1345
Phone 207-212-0932 (Kevin Fogg)

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 Real Estate Management, 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 Real Estate Management 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.

1.1 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 opening date and time.

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

00 41 13
Contractor Bid Form

To: *Mr. Kevin Fogg*
Lewiston District Court
71 Lisbon Street
Lewiston, Maine 04243-1345

The undersigned, or *Bidder*, having carefully examined the form of contract, general conditions, specifications and drawings dated *April 25, 2019*, prepared by *Judicial Branch* for *Lewiston-West Bath HVAC Conrols Upgrade*, 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

1. Allowances "***are not included***" on this project.
   *"**No Alternate Bids**"*
   insert brief name of Allowance $ *insert dollar amount of Allowance*

   insert brief name of Allowance $ *insert dollar amount of Allowance*

2. Alternate Bids "***are not included***" on this project.
   *"**No Alternate Bids**"*
   Any dollar amount line below that is left blank by the Bidder shall be taken as a bid of **$0.00**.

   1 "Not Used" $ _____ .00

   2 "Not Used" $ _____ .00

   3 "Not Used" $ _____ .00

   4 "Not Used" $ _____ .00

   5 "Not used" $ _____ .00

3. 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: _____

4. 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 this completed bid form submitted to the Owner.

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

6. The Bidder agrees, if this bid is accepted by the Owner, to sign the designated Owner-Contractor contract and deliver it, with any and all bonds and affidavits of insurance specified in the Bid Documents, 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.

7. This bid is hereby submitted by:

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: _____

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.

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.

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" –

1.13 remaining to be completed by the Contractor. The Certificate of Substantial Completion identifies the date from which the project warranty period commences.

1.14 *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.

1.15 *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.

1.16 *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.

1.17 *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.

1.18 *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.

1.19 *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.

1.20 *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.

1.21 *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).

1.22 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum.*

1.23 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.

1.24 *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.

1.25 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.

1.26 *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.

1.27 *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.

1.28 *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.

1.29 *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.

1.30 *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.

1.31 *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.

1.32 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.

1.33 *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.

1.34 *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.

1.35 *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.

1.36 *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.

1.37

1.38 *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.

1.39 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.

1.40 *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.

1.41 *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.

1.42 *Request for Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.

1.43 *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.*

1.44 *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.)

1.45 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.

1.46 *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.

1.47 *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*.

1.48 *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.

1.49 *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.

1.50 *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.

1.51 *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.

1.52 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.

1.53 *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.

1.54 *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.

Table of Contents of this General Conditions Section

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 Real Estate Management (BREM);

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 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.

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.

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 BREM. The Contractor shall submit insurance certificates to the Owner and BREM at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BREM 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 BREM.

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.

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 BREM. 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 Risk Management Division, and selected the proper option on the contract form. Property Insurance for this construction contract shall one of the options described below.

9.4.1 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.

9.4.2 Renovations and additions to existing State-owned buildings insured by the State of Maine Risk Management Division –
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 Risk Management Division 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.

9.4.3 Renovations and additions to existing buildings *not* insured by the State of Maine Risk Management Division –
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 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.

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 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 cannot 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.

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.

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 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.

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 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.

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 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.

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.

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 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 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 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.

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)

THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE

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 laborers and workers employed on the below title project.

Title of Project --------Lewiston-West Bath HVAC Controls Upgrade

Location of Project --Lewiston, Androscoggin County and West Bath, Sagadahoc Counties

2019 Fair Minimum Wage Rates
Building 2 Androscoggin & Sagadahoc Counties
(other than 1 or 2 family homes)

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asbestos/Lead Removal Worker	$15.00	$0.99	$15.99	Ironworker - Structural	$24.00	$3.18	$27.18
Backhoe Loader Operator	$22.00	$5.08	$27.08	Laborers (Incl.Helpers & Tenders)	$15.30	$0.78	$16.08
Boilermaker	$24.00	$9.00	$33.00	Laborer - Skilled	$18.05	$2.79	$20.84
Bricklayer	$24.50	$1.71	$26.21	Loader Operator - Front-End	$19.00	$3.00	$22.00
Bulldozer Operator	$20.00	$3.71	$23.71	Mechanic- Maintenance	$25.00	$3.51	$28.51
Carpenter	$23.00	$3.77	$26.77	Mechanic- Refrigeration	$26.00	$5.16	$31.16
Carpenter - Acoustical	$19.50	$2.03	$21.53	Millwright	$29.47	$10.77	$40.24
Carpenter - Rough	$18.50	$0.72	$19.22	Oil/Fuel Burner Serv & Installer	$23.00	$3.51	$26.51
Cement Mason/Finisher	$19.50	$2.79	$22.29	Painter	$16.00	$0.52	$16.52
Communication Equip Installer	$22.20	$3.67	$25.87	Pipe/Steam/Sprinkler Fitter	$25.00	$5.91	$30.91
Concrete Mixing Plant Operator	$22.11	$4.92	$27.03	Plumber (Licensed)	$26.50	$4.26	$30.76
Crane Operator =>15 Tons)	$28.00	$7.54	$35.54	Plumber Helper/Trainee	$19.59	$3.12	$22.71
Dry-Wall Applicator	$24.00	$0.00	$24.00	Propane /Natural Gas Serv & Inst	$26.00	$3.74	$29.74
Dry-Wall Taper & Finisher	$22.91	$1.08	$23.99	Pump Installer	$16.13	$3.14	$19.27
Electrician - Licensed	$27.00	$4.53	$31.53	Rigger	$22.25	$6.60	$28.85
Electrician Helper/Cable Puller	$17.00	$1.34	$18.34	Roofer	$16.50	$2.57	$19.07
Excavator Operator	$20.50	$2.91	$23.41	Sheet Metal Worker	$20.00	$3.57	$23.57
Fence Setter	$15.00	$2.00	$17.00	Sider	$16.75	$1.38	$18.13
Flagger	$13.00	$0.00	$13.00	Stone Mason	$21.00	$0.95	$21.95
Floor Layer	$20.00	$3.06	$23.06	Truck Driver - Light	$17.00	$1.17	$18.17
Glazier	$17.25	$0.89	$18.14	Truck Driver - Medium	$19.00	$3.37	$22.37
HVAC	$25.00	$3.26	$28.26	Truck Driver - Heavy	$17.00	$1.09	$18.09
Insulation Installer	$20.25	$2.88	$23.13	Truck Driver - Tractor Trailer	$17.15	$1.08	$18.23
Ironworker - Reinforcing	$18.00	$2.79	$20.79	Truck Driver - Mixer (Cement)	$17.88	$3.15	$21.03

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.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRS §1301 et. seq., by any contractor holding a State contract for construction valued at $50,000 or more and any subcontractors to such a contractor.

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 with the Secretary of State.

Determination No: B2-034-2019

Filing Date: March 1, 2019

Expiration Date: 12-31-2019

A true copy

Attest: Scott R. Cotnoir

Scott R. Cotnoir
Wage and Hour Director
Bureau of Labor Standards

BLS 424BU (R2019) (Building 2 AndSag)

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 State of Maine through the *insert contracting entity name* hereinafter called the *Owner* and *insert Contractor company name* hereinafter called the *Contractor*.

BREM Project No.: *insert number assigned by BREM (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	*$0.00*
Alternate Bid number and name	*$0.00*
Alternate Bid number and name	*$0.00*
Alternate Bid number and name	*$0.00*
Alternate Bid number and name	*$0.00*
Alternate Bid number and name	*$0.00*
Total Contract Amount	*$0.00*

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 2020*.

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 Real Estate Management 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 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.

6.2

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"*

BREM Project No.: _____

The Agreement is effective as of the date last executed by the parties.

OWNER	**CONTRACTOR**
(Signature) *(Date)* *name and title*	*(Signature)* *(Date)* *name and title*
name of contracting entity	*name of contractor company*

(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*	*(Signature)* *(Date)* *Joseph H. Ostwald*
Project Manager/ Contract Administrator	*Director, Planning, Design & Construction*

- All digitally controlled valves and associated actuators excluded – existing to remain and be re-used
- New temperature sensors, pressure transducers and switches to be installed at all currently digitally controlled pieces equipment within this scope
- New damper actuators shall be installed at all variable air volume (VAV) boxes and air handling equipment
- New field (air handling and boiler plant) and unitary (zone level) equipment controllers included
- New wall mounted zone temperature sensors (cabinet and unit heaters as well as radiant judges chamber heaters included) with fully adjustable setpoint control and overrides included
- All existing variable frequency drives (VFDs) shall be retained
- An extension of the Augusta server based, Siemens' Desigo CC graphical user interface (GUI) complete with graphics, Scheduling, and alarming shall be installed (Please see attached specification)
- IT room temperature monitoring is included
- Existing duct mounted fire / safety components to remain
- Existing control wire to be reused

Lewiston Courthouse - Equipment to be Retrofitted with New Controls Includes:

- 1 boiler plant
- 4 cabinet unit heaters
- 3 exhaust fans
- 8 wall unit heaters
- 63 variable air volume (VAV) boxes with hot water reheat
- 1 HRV unit
- 3 air handler units

West Bath Courthouse - Equipment to be Retrofitted with New Controls Includes:

- 1 boiler plant
- 1 chiller plant
- 2 air handler units
- 22 variable air volume (VAV) boxes with hot water reheat
- 7 exhaust fans
- 4 cabinet unit heaters

Equipment Scope

- There will be no other contractors involved with this project.
- *The Owner recognizes this specification section may limit the competitive bidding to a single or limited number of suppliers. The Owner and the Bureau of real Estate Management has reviewed the justification for this specification and has determined that this approach is acceptable and is applied in the best interests of the State. Substitutions will not be accepted for this specification section.*

SECTION 23 09 00 – BUILDING AUTOMATION SYSTEM

PART 1 - GENERAL

1.1.1.1 SUMMARY

A. This Section includes control equipment and installation for HVAC systems and components, including control components for terminal heating and cooling units not supplied with factory-furnished controls.

B. The control system shall be extension of the existing Siemens Building Automation System and all controllers and software shall match existing or be the latest version of existing.

C. See "Sequences of Operation" for requirements that relate to this Section.

1.1.1.2 RELATED DOCUMENTS

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

1. Division 01 – General and Special Requirements
2. Division01 – Submittal Requirements
3. Division01 – Materials and Equipment
4. Division23 – Common Work Results for HVAC
5. Section 23 – Variable Frequency Drives
6. Division 23 – Sequences of Operation
7. Division23 – Testing, Adjusting, and Balancing for HVAC
8. Division26 – General Electrical Provisions for Electrical Work
9. Division26 – Common Work Results for Electrical
10. Division26 – Low Voltage Electrical Power Conductors and Cables
11. Division26 – Hangers and Supports for Electrical Systems
12. Division26 – Raceway and Boxes for Electrical Systems
13. Division26 – Identification for Electrical Systems
14. Division 26 – Wiring Devices

1.1.1.3 ABBREVIATIONS

A. AAC: Advanced Application Controller

B. AHU: Air Handling Unit.

C. ALN: Automation Level Network

D. ASC: Application Specific Controller

E. ASHRAE: American Society of Heating Refrigerating and Air-Conditioning Engineers

F. BAS: Building Automation System

G. BC: Building Controller

H. BIBB: BACnet Interoperability Building Blocks

I. BIM: Building Information Modeling

J. BMS: Building Management System.

K. CFM: Cubic Feet per Minute.

L. DCIM: Data Center Infrastructure Management

M. DCV: Demand Controlled Ventilation

N. DDC: Direct digital controls

O. EIA: Electronics Industries Alliance

P. EMI: Electro-Magnetic Interference

Q. EP: Electric-to-Pneumatic

R. EPMS: Electrical Power Monitoring System

S. FAS: Fire Alarm System.

T. FLN: Floor Level Network

U. FCU: Fan Coil Unit

V. HMI: Human Machine Interface

W. HVAC: Heating, Ventilating and Air Conditioning.

X. IEEE: Institute of Electrical and Electronic Engineers

Y. I/O: Input/Output

Z. IP: Internet Protocol

AA. IT: Information Technology

BB. LAN: Local area network.

CC. LCD: Liquid Crystal Display

DD. LED: Light Emitting Diode

EE. MER: Mechanical Equipment Room.

FF. MLN: Management Level Network

GG. MS/TP: Master-slave/token-passing.

HH. NEMA: National Electric Manufacturers' Association

II. NFPA: National Fire Protection Association

JJ. OEM: Operator Equipment Manufacturer

KK. PC: Personal Computer

LL. PICS: Protocol Implementation Conformance Statement

MM. PID: Proportional Integral Derivative.

NN. POT: Portable Operators Terminal.

OO. RAM: Random Access Memory

PP. RFI: Radio Frequency Interference

QQ. RTD: Resistance Temperature Device

RR. SNMP: Simple Network Management Protocol

SS. TAB: Testing and Balancing

TT. TCP: Transfer Control Protocol

UU. UDP: User Datagram Protocol

VV. UL: Underwriters Laboratories

WW. UPS: Uninterruptable Power Supply

XX. VAV: Variable Air Volume

YY. VFD: Variable Frequency Drive.

ZZ. WAN: Wide Area Network.

1.1.1.4 DEFINITIONS

A. BACnet: An industry standard data communication protocol for Building Automation and Control Networks. Refer to the latest version of AHSRAE standard 135.

B. Scope Terminology
1. Provide = Furnish equipment, engineer, program and install
2. Furnish = Furnish equipment, engineer and program
3. Mount = securely fasten or pipe
4. Install = mount and wire
5. Wire = wire only

1.1.1.5 WORK INCLUDED

A. The BAS Contractor shall provide a complete and operational system that will perform the sequences of operation as described herein.

B. Furnish a complete distributed direct digital control system in accordance with this specification section. This includes all system controllers, logic controllers, and all input/output devices. Items of work included are as follows:

1. Provide a submittal that meets the requirements below for approval.
2. Coordinate installation schedule with the mechanical contractor and general contractor.
3. Provide installation of all panels and devices unless otherwise stated.
4. Provide power for panels and control devices unless otherwise stated.
5. Provide all low voltage control wiring for the DDC system.
6. Provide miscellaneous control wiring for HVAC and related systems regardless of voltage.
7. Provide engineering and technician labor to program and commission software for each system and operator interface. Submit commissioning reports for approval.
8. Provide testing, demonstration and training as specified below.

C. The installation of the control system shall be performed under the direct supervision of the controls manufacturer with the shop drawings, flow diagrams, bill of materials, component designation, or identification number and sequence of operation all bearing the name of the manufacturer.

1.1.1.6 SUBMITTALS

A. Provide submittals for fast track items that need to be approved and released to meet the schedule of the project. Provide submittals for the following items separately upon request:

1. Valve schedule and product data
2. Damper schedule and product data
3. Mounting and wiring diagrams for factory-installed control components
4. Thermostat locations

B. Provide a complete submittal with all controls system information for approval before construction starts. Include the following:

1. Schematic flow diagrams showing fans, pumps, coils, dampers, valves, and control devices.
2. Wiring Diagrams: Power, signal, and control wiring. Detail the wiring of the control devices and the panels. Show point-to-point wiring from field devices to the control panel. Show point-to-point wiring of hardwired interlocks. Show a ladder diagram or schematic of wiring internal to the panels, including numbered terminals. Clearly designate wiring that is done at a factory, at a panel shop or in the field.
3. Details of control panel faces, including sizes, controls, instruments, and labeling.
4. Schedule of dampers and actuators including size, leakage, and flow characteristics. If dampers are furnished by other, submit a damper actuator schedule coordinating actuator sizes with the damper schedule.
5. Schedule of valves including leakage and flow characteristics.
6. Written description of the Sequence of Operations.
7. Network riser diagram showing wiring types, network protocols, locations of floor penetrations and number of control panels. Label control panels with network addresses and BACnet device instance numbers. Show all routers, switches, hubs and repeaters.
8. Point list for each system controller including both inputs and outputs (I/O), point numbers, controlled device associated with each I/O point, and location of I/O device.
9. Starter and variable frequency drive wiring details of all automatically controlled motors.
10. Reduced size floor plan drawings showing locations of control panels, thermostats and any devices mounted in occupied space.
11. Product Data: Include manufacturer's technical literature for each control device indicated, labeled with setting or adjustable range of control. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials, and installation and startup instructions for each type of product indicated. Submit a write-up of the application software that will be used on the operator workstation including revision level, functionality and software applications required to meet the specifications.

12. Submit BACnet Protocol Implementation Conformance Statements (PICS) for all direct digital controllers, software and other system components that will communicate on the BAS utilizing BACnet.

C. Submit a description of the application software that will be used on the operator workstation including revision level, functionality and software applications required to meet the specifications.

D. Submit blank field check-out and commissioning test reports, customized for each panel or system, which will be filled out by the technician during start-up.

E. Variance letter: Submit a letter detailing each item in the submission that varies from the contract specification or sequence of operation in any way.

F. After the BAS system is approved for construction, submit sample operator workstation graphics for typical systems for approval. Print and submit the graphics that the operator will use to view the systems, change setpoints, modify parameters and issue manual commands. Programming shall not commence until typical graphics are approved.

G. Operation and Maintenance Data: In addition to items specified in Division 1 Section "Operation and Maintenance Data," include the following:
1. Product data with installation details, maintenance instructions and lists of spare parts for each type of control device.
2. Keyboard illustrations and step-by-step procedures indexed for each operator function.
3. Inspection period, cleaning methods, cleaning materials recommended and calibration tolerances.
4. Calibration records and list of set points.

1.1.1.7 PROJECT RECORD DOCUMENTS

A. Project Record Documents: Submit three (3) copies of record (as-built) documents upon completion of installation. Submittal shall consist of:
1. Project Record Drawings. As-built versions of the submittal shop drawings provided as AutoCAD compatible files in electronic format and as 11 x 17-inch prints.
2. Testing and Commissioning Reports and Checklists. Completed versions of reports, checklists, and trend logs used to meet requirements in the Control System Demonstration and Acceptance section of this specification.
3. Operation and Maintenance (O & M) Manual.
    a. As-built versions of the submittal product data.
    b. Names, addresses, and 24-hour telephone numbers of installing contractors and service representatives for equipment and control systems.
    c. Operator's Manual with procedures for operating control systems, logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing setpoints and variables.
    d. Programming manual or set of manuals with description of programming language and of statements for algorithms and calculations used, of point database creation and modification, of program creation and modification, and of editor use.
    e. Engineering, installation, and maintenance manual or set of manuals that explains how to design and install new points, panels, and other hardware; how to perform preventive maintenance and calibration; how to debug hardware problems; and how to repair or replace hardware.
    f. Documentation of all programs created using custom programming language, including setpoints, tuning parameters, and object database.
    g. Graphic files, programs, and database on electronic media.
    h. List of recommended spare parts with part numbers and suppliers.
    i. Complete original-issue documentation, installation, and maintenance information for furnished third-party hardware, including computer equipment and sensors.

j. Complete original original-issue copies of furnished software, including operating systems, custom programming language, operator workstation software, and graphics software.
k. Licenses, guarantees, and warranty documents for equipment and systems.

B. Operating manual to serve as training and reference manual for all aspects of day-to-day operation of the system. As a minimum include the following:
1. Sequence of operation for automatic and manual operating modes for all building systems. The sequences shall cross-reference the system point names.
2. Description of manual override operation of all control points in system.
3. BMS system manufacturers complete operating manuals.

C. Provide maintenance manual to serve as training and reference manual for all aspects of day-to-day maintenance and major system repairs. As a minimum include the following:
1. Complete as-built installation drawings for each building system.
2. Overall system electrical power supply schematic indicating source of electrical power for each system component. Indicate all battery backup provisions.
3. Photographs and/or drawings showing installation details and locations of equipment.
4. Routine preventive maintenance procedures, corrective diagnostics troubleshooting procedures, and calibration procedures.
5. Parts list with manufacturer's catalog numbers and ordering information.
6. Lists of ordinary and special tools, operating materials supplies, and test equipment recommended for operation and servicing.
7. Manufacturer's operation, set-up, maintenance and catalog literature for each piece of equipment.
8. Maintenance and repair instructions.
9. Recommended spare parts.

D. Provide Programming Manual to serve as training and reference manual for all aspects of system programming. As a minimum include the following:
1. Complete programming manuals, and reference guides.
2. Details of any custom software packages and compilers supplied with system.
3. Information and access required for independent programming of system.

1.1.1.8 QUALITY ASSURANCE

A. Codes
1. Perform all wiring in accordance with Division 26, NEC, local codes and Owner’s requirements.
2. 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.
3. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilation Systems."
4. Comply with ASHRAE 135-2010 BACnet: A Data Communication Protocol for Building Automation and Control Networks.
5. Comply with ASHRAE 90.1-undefined2007undefinedundefined2010undefinedundefined2013undefined Energy Standard for Buildings Except Low-Rise Residential Buildings.
6. All equipment shall be UL listed and approved and shall meet with all applicable NFPA standards, including UL 916 - PAZX Energy Management Systems,
   a. Provide written approvals and certifications after installation has been completed.
7. All electronic equipment shall conform to the requirements of FCC Regulation, Part 15, Governing Radio Frequency Electromagnetic Interference and be so labeled.
8. The manufacturer of the building automation system shall provide documentation supporting compliance with ISO-9002 (Model for Quality Assurance in Production, Installation, and Servicing) and ISO-140001 (The application of well-accepted business management principles to the environment). The intent of this specification requirement is to ensure that the products from the manufacturer are delivered through a Quality System and Framework that will assure consistency in the products delivered for this project.

B. Qualifications

1. Installing contractor shall be in the business of installing and servicing DDC controls for mechanical systems, temperature and ventilation control, environmental control, lighting control, access and security, life safety and energy management as their primary business.
2. Installer Qualifications: An experienced installer who is the authorized representative of the automatic control system manufacturer for both installation and maintenance of controls required for this Project.
3. Engineering, drafting, programming, and graphics generation shall be performed by the local branch engineers and technicians directly employed by the Building Automation System Contractor.
4. Supervision, checkout and commissioning of the system shall be by the local branch engineers and technicians directly employed by the Building Automation System Contractor. They shall perform commissioning and complete testing of the BAS system.

C. The BAS contractor shall maintain a service organization consisting of factory trained service personnel and provide a list of ten (10) projects, similar in size and scope to this project, completed within the last five years.

D. Final determination of compliance with these specifications shall rest solely with the Engineers and Owner who will require proof of prior satisfactory performance.

E. For any BAS system and equipment submitted for approval, the BAS contractor shall state what, if any, specific points of system operation differ from these specifications.

F. All portions of the system must be designed, furnished, installed, commissioned and serviced by manufacturer approved, factory trained employees.

G. The system shall have a documented history of compatibility by design for a minimum of 15 years. Future compatibility shall be supported for no less than 10 years. Compatibility shall be defined as the ability for any existing control system component including but not limited to building controllers, advanced application controllers, application specific, personal operator workstations and portable operator's terminals, to be connected and directly communicate with any new BAS system equipment without bridges, routers or protocol converters.

1.1.1.9 DELIVERY, STORAGE, AND HANDLING

A. Factory-Mounted Components: Where control devices specified in this Section are indicated to be factory mounted on equipment, arrange for shipping of control devices to unit manufacturer.

B. Deliver, store, protect, and handle products to site under provisions of the contract Documents. Coordinate all site delivers with Construction project Manager.

C. Protect products from construction operations, dust, and debris, by storing materials inside, protected from weather in a conditioned space.

1.1.1.10 COORDINATION

A. Coordinate IP drops, network connections, user interfaces, firewall, etc with Owner’s IT representative.

B. Coordinate location of thermostats, humidistats, panels, and other exposed control components with plans and room details before installation.

C. Coordinate equipment with Division 28 "Fire Alarm" to achieve compatibility with equipment that interfaces with that system.

D. Coordinate power for control units and operator workstation with electrical contractor.

E. Coordinate equipment with provider of starters and drives to achieve compatibility with motor starter control coils and VFD control wiring.

F. Coordinate scheduling with the mechanical contractor and general contractor. Submit a schedule for approval based upon the installation schedule of the mechanical equipment.

G. Coordinate installation of taps, valves, airflow stations, etc. with the mechanical contractor.

H. Products Furnished and installed where applicable:
1. Hydronic and Refrigerant Piping accessories:
    a. Control Valves
    b. Temperature Sensor Wells and Sockets
    c. Pressure Sensor Wells and Sockets
    d. Flow Switches
    e. Flow Meters
    f. Differential Pressure Transmitters
2. Sheet metal accessories
    a. Dampers
    b. Airflow Stations
    c. Terminal Unit Controls

I. Products Installed and Furnished Under This Section where applicable:
1. Refrigeration Equipment:
    a. Refrigerant Leak Detection System
    b. Proof of flow pressure switches
2. Rooftop Air Handling Equipment:
    a. Thermostats
    b. Duct Static Pressure Sensors

1.1.1.11 WARRANTY

A. Provide warranty per Division 20 Section “General Mechanical Requirements” and as supplemented in this section.

B. Warranty shall cover all costs for parts, labor, associated travel, and expenses for a period of 12 months from completion of system demonstration.

C. Hardware and software personnel supporting this warranty agreement shall provide on-site or off-site service in a timely manner after failure notification to the vendor. The maximum acceptable response time to provide this service at the site shall be 24 hours.

D. During normal building occupied hours, failure of items that are critical for system operation shall be provided within 4 hours of notification from the Owner’s Representative.

E. This warranty shall apply equally to both hardware and software.

PART 2 - PRODUCTS

2.1.1.1 SYSTEM DESCRIPTION

A. The Building Automation System (BAS) contractor shall furnish and install a networked system of HVAC controls. The contractor shall incorporate direct digital control (DDC) for central plant equipment, building ventilation equipment, supplemental heating and cooling equipment, and terminal units.

B. The control system for this project shall be an extension of the Owner's existing Siemens Building Automation System.

C. Provide networking to new DDC equipment using industry accepted communication standards. System shall utilize BACnet communication according to ANSI/ASHRAE standard 135-2010 for interoperability with smart equipment, for the main IP communication trunk to the BAS Server and for peer-to-peer communication between DDC panels and devices. The system shall not be limited to only standard protocols but shall also be able to integrate to a wide variety of third-party devices and applications via drivers and gateways.

D. Provide standalone controls where called for on the drawings or sequences.

E. All graphics, scheduling, and RENO alarming will be programmed into existing Siemens' Desigo CC software and server as part of this contract.

2.1.1.2 BUILDING AUTOMATION SYSTEM NETWORK

A. All networked control products provided for this project shall be comprised of an industry standard open protocol internetwork. Communication involving control components (i.e. all types of controllers and operator interfaces) shall conform to ASHRAE 135-2010 BACnet standard. Networks and protocols proprietary to one company or distributed by one company are prohibited.

B. Access to system data shall not be restricted by the hardware configuration of the building management system. The hardware configuration of the BMS network shall be totally transparent to the user when accessing data or developing control programs.

1. Software applications, features, and functionality, including administrative configurations, shall not be separated into several network control engines working together.

C. BAS Server shall be capable of simultaneous direct connection and communication with BACnet/IP, OPC and TCP/IP corporate level networks without the use of interposing devices.

D. Any break in Ethernet communication from the server to the controllers on the Primary Network shall result in a notification at the server.

E. Any break in Ethernet communication between the server and standard client workstations on the Primary Network shall result in a notification at each workstation.

F. The network architecture shall consist of three levels of networks:

1. The Management Level Network (MLN) shall utilize BACnet/IP over Ethernet along with other standardized protocol, such as web services, html, JAVA, SOAP, XML, etc., to transmit data to non-BAS software applications and databases. The BAS Server and Operator Workstations shall reside on this level of the network architecture.
2. The Automation Level Network (ALN) shall utilize BACnet/IP over Ethernet. It shall connect BACnet Building Controllers to the BAS Server and Operator Workstations. Controllers for central plant equipment and large infrastructure air handlers shall reside on the ALN backbone BACnet/IP network. Provide network media converters, routers and switches as necessary for a complete network.
3. The Floor Level Network shall utilize BACnet/IP over Ethernet or BACnet MS/TP over RS-485 to connect all of the DDC-controlled terminal heating and cooling equipment on a floor or in a system that are controlled with BACnet Advanced Application Controllers or BACnet Application Specific

Controllers. FLN devices are networked to a router that connects to the Automaton Level Network backbone.

G. The primary backbone network between the building level controllers, BAS Server and Operator Workstations shall be based upon BACnet/IP. Ethernet Network switches shall be strategically placed through the building to cover several floors or several mechanical rooms that are within 300 ft wiring-feet of each other.

H. Use fiber optic cabling for all Ethernet runs longer than 300 ft.

I. Provide a router for each RS-485 subnetwork to connect them to the base building backbone level network. The router shall connect BACnet MS/TP subnetworks to BACnet over Ethernet. Routers shall be capable of handling all of the BACnet BIBBs that are listed for the controller that reside on the subnetwork.

J. The Building Level Controllers shall be able to support subnetwork protocols that may be needed depending on the type of equipment or application. Subnetworks shall be limited to:
1. BACnet MS/TP
2. Apogee FLN

K. BACnet MSTP Setup rules
1. Addressing for the MSTP devices shall start at 00 and continue sequentially for the number of devices on the subnetwork.
2. No gaps shall be allowed in the addresses.
3. Set the MaxMaster property to the highest address of the connected device.
4. MaxMaster property shall be adjusted when devices are added to the subnetwork.

L. Provide all communication media, connectors, repeaters, bridges, switches, and routers necessary for the internetwork.

M. Controllers and software shall be BTL listed at the time of installation.

N. The system shall meet 1peer-to-peer communication services such that the values in any one BACnet Building Controller or BACnet Advanced Application Controller can be read or changed from all other controllers without the need for intermediary devices. The software shall provide transparent transfer of all data, control programs, schedules, trends, and alarms from any one controller through the internetwork to any other controller, regardless of subnetwork routers.

O. Systems that use variations of BACnet using Point-to-Point (PTP) between controllers, gateways, bridges or networks that are not peer-to-peer are not allowed.

P. Remote Communications: Provide a TCP/IP compatible communication port for connection to the Owner's network for remote communications. Provide coordination with the Owner for addressing and router configuration on both ends of the remote network.

Q. The system shall be installed with a 10% spare capacity on each subnetwork for the addition of future controllers.

R. On each floor, wing or major mechanical room provide an Ethernet RJ45 connection that allows connection to the BACnet network. An open port shall always be available and shall not require any part of the network to be disconnected. The location shall be accessible to the base building personnel and not in a location where the tenant can restrict the access.

S. Distributed Control Requirements:
1. The loss of any one DDC controller shall not affect the operation of other HVAC systems, only for the points connected to the DDC controller.

2. The system shall be scalable in nature and shall permit expansion of both capacity and functionality through the addition of sensors, actuators, DDC Controllers, and operator devices.
3. System architectural design shall eliminate dependence upon any single device for alarm reporting and control execution. Each DDC Controller shall operate independently by performing its own specified control, alarm management, operator I/O, and data collection. The failure of any single component or network connection shall not interrupt the execution of any control strategy, reporting, alarming and trending function, or any function at any operator interface device.
4. DDC Controllers shall be able to access any data from, or send control commands and alarm reports directly to, any other DDC Controller on the network without dependence upon a central processing device. DDC Controllers shall also be able to send alarms to multiple operator workstations without dependence upon a central or intermediate processing device.
5. Operators shall have the ability to make database changes at the central system server while operator workstations are on-line without disrupting other system operations.
6. The DDC control panel shall be mounted in the same mechanical room as the equipment being controlled, or an adjacent utility room.
7. Multiple systems can be programmed on the same controller as long as they are in the same room. Systems on separate floors shall have separate controllers.
8. VAV boxes subnetworks shall be connected to the AHU controller that feeds those boxes. If multiple subnetworks are needed, then the VAV shall be grouped into subnetworks in an orderly method, such as per floor, per wing, etc.
9. Remote sensors shall be wired to the control panel of the equipment it is controlling, not across the network.
10. Signals to remote motor control centers shall be hard wired to the control panel, not across the network.
11. Terminal units shall each have their own controller. Only exceptions are:
    a. Groups of reheat coils
    b. Groups of exhaust fans
    c. Groups of chilled beams serving same zone or several adjacent zones

2.1.1.3 BUILDING AUTOMATION SYSTEM SERVER HARDWARE

A. All graphics, scheduling, and RENO alarming will be programmed into existing Siemens' Desigo CC software and server.

2.1.1.4 BACNET ADVANCED WORKSTATION SOFTWARE

A. Interface Description
1. The software shall provide, as a minimum, the following functionality:
    a. Real-time graphical viewing and control of the BMS environment.
    b. Reporting of both real-time and historical information.
    c. Scheduling and override of building operations.
    d. Collection and analysis of historical data.
    e. Point database editing, storage and downloading of controller databases.
    f. Configuration of and navigation through default and personalized hierarchical "tree" views that include workstation and control system objects.
    g. Event reporting, routing, messaging, and acknowledgment.
    h. Definition and construction of dynamic color graphic displays.
    i. Online, context-sensitive help, including an index, glossary of terms, and the capability to search help via keyword or phrase.
    j. On-screen access to User Documentation, via online help or PDF-format electronic file.
    k. Automatic database backup at the operator interface for database changes initiated at Building Controllers.
    l. Display dynamic trend data graphical plot.
        1) Must be able to run multiple plots simultaneously.
        2) Each plot must be capable of supporting 10 pts/plot minimum.

3) Must be able to command points from selection on dynamic trend plots.
4) Must be able to plot real-time data without prior configuration.
5) Must be able to plot both real-time and historical trend data simultaneously.

m. Program editing
n. Transfer trend data to third-party spreadsheet software
o. Scheduling reports
p. Operator Activity Log

2. Operator interface software shall minimize operator training through the use of user-friendly and interactive graphical applications.
3. Users must be able to build multiple, separate, personalized hierarchical “tree” views that represent the workstation, control systems, geographical facility layouts, and mechanical equipment relationships.
4. 256-character point identification (names) must be supported to provide clearly descriptive identification.
5. On-line help must be available.
6. The user interface shall display relevant information for a selection in multiple panes of a single window without the need for opening multiple overlapping windows on the desktop
7. Provide a graphical user interface that shall minimize the use of keyboard through the use of a mouse or similar pointing device, with a "point and click" approach to menu selection and a “drag and drop” approach to inter-application navigation.
8. Software navigation shall be user friendly by utilizing “forward & back” capability between screens and embedded links to graphics, documents, drawings, trends, schedules, as well as external documents (.doc, .pdf, .xls, etc.) or web addresses that are related to any selected object.
9. Primary selection of objects in the operator interface software shall be available from user defined hierarchical Views, from graphics, or from events in an Event List.
10. Secondary selection of objects in the operator interface software shall be available from links to any objects or external documents related to the primary selection.
11. Links to information related to any selected objects shall be displayed in a consistent manner and automatically defined based on where an object is used in the system.
12. The operator workstation shall be capable of displaying web pages and common document formats (.doc, .xls, .pdf) within the operator workstation application.
13. The software shall provide a multi-tasking type environment that allows the user to run several applications simultaneously.
14. System database parameters shall be stored within an object-oriented database.
15. Standard Windows applications shall run simultaneously with the BMS software.
16. The operator shall be able to work in Microsoft Word, Excel, and other Windows based software packages, while concurrently annunciating on-line BMS alarms and monitoring information.
17. Provide automatic backup and restore of all Building Controller databases on the workstation hard disk.
18. System configuration, programming, editing, graphics generation shall be performed on-line from the operator workstation software.
19. User shall be able to edit point configuration of any configurable BACnet point that resides in a device that supports external editing.
20. The software shall also allow the user to configure the alarm management strategy for each point.
21. Users shall have the ability to view the program(s) that is\are currently running in a Building Controller. The display shall mark the program lines with the following: disabled, comment, unresolved, and trace bits.

B. Certifications and Approvals

1. BAS software shall have been tested against the following norms and standards:
   a. BACnet Revision 1.13, certified by BACnet Testing Laboratory as BACnet Advanced Workstation Software (BTL B-AWS)
   b. IT security compliant with the ISA-99/IEC 62443 Security Level: SL1
   c. OPC DA V2.05a and V3.0 Server, certified by the OPC Foundation certification program
   d. UL-listed to UL864 9th edition Standard for Control Units and Accessories (when installed on a UL-approved computer)

C. Client-Server Connectivity

1. Client sessions must be allowed to run on the server and on other devices connected to the server via Intranet, Extranet, or Internet connections.
2. Internet connections, ISP services, as well as necessary firewalls or proxy servers shall be provided by the owner as required to support remote access features.
3. The following client options must be supported
    a. Installed Client.
        1) Software application installed from installation media on to the client machine.
        2) Installed client software must be configurable to allow it to run in a Closed Mode such that the BAS software can lock down the client machine and prevent users without permission from minimizing the application or running other Windows applications that might cover the BAS software interface.
        3) Communication between the server and Installed Clients must be monitored so that any break in communication between the server and an installed client results in notification at the Server and Installed Client machine
        4) Installed client machines communicate directly with the BAS server
    b. Web Client.
        1) Software that runs in a browser on the client machine as a Full Trust client application.
        2) Connected to the BAS software server via Microsoft IIS Server.
    c. Windows App.
        1) Software application downloaded from the BAS server to run on the client machine like an installed application
        2) Application must be automatically updated whenever new apps are available at the server.
        3) Connected to the BAS software server via Microsoft IIS Server.
4. Each of the client options shall provide the same functionalities including operation and configuration capabilities.

D. Access Rights and User Privileges

1. Access to any client user session must be password protected.
2. Users shall be able to create local user accounts specific to the application software.
3. Users shall be able to link application user accounts to Active Directory user accounts for consistent management with domain user accounts.
4. Operator-specific password access protection shall be provided to allow the administrator/manager to limit users' workstation control, display and data base manipulation capabilities as deemed appropriate for each user, based upon an assigned user name and password.
5. Operator privileges shall follow the operator to any workstation logged onto.
6. The administrator or manager shall be able to further limit operator privileges based on which console an operator is logged on to.
7. The administrator or manager shall be able to grant discrete levels of access and privileges, per user, for each point, graphic, report, schedule, and BMS workstation application.

E. Activity Logging

1. The operator interface software shall maintain a log of the actions of each individual operator.
2. The software shall provide an application that allows querying based on object name, operator, action, or time range.
3. The software shall provide the ability to generate reports showing operator activity based on object name, operator, action, or time range.

F. Graphics Application

1. All graphics shall be available with the same look and functionality whether they are displayed at an installed client console or in a browser.
2. User shall be able to add/delete/modify system graphics for floor plan displays and system schematics for each piece of mechanical equipment (including, air handling units, chilled water systems, hot water boiler systems, and room level terminal units) from standard user interface without the need of any external or specialized tools.

3. The software shall include all necessary tools and procedures for the user to create their own graphics.
4. The software shall provide the user the ability to display real-time point values by animated motion or custom picture control visual representation.
5. The software shall provide animation that depicts movement of mechanical equipment, or air or fluid flow.
6. The software shall provide users the ability to depict various positions in relation to assigned point values or ranges.
7. The software shall provide the ability to add custom gauges and charts to graphic pages.
8. The software must include a library of at least 400 standard control application graphics and symbols for visualizing common mechanical systems, including fans, valves, motors, chillers, AHU systems, standard ductwork diagrams, piping, and laboratory symbols.
9. The Graphics application shall include a set of standard Terminal Equipment controller application-specific background graphic templates. Templates shall provide the automatic display of a selected Terminal Equipment controller's control values and parameters, without the need to create separate and individual graphic files for each controller.
10. The Graphics application shall be capable of automatically assigning the appropriate symbol for an object (point) selected to be displayed on the graphic based on what the object represents (fan, duct sensor, damper, etc.) when the object is placed on a graphic.
11. The Graphics application shall allow a user to manually override the automatically assigned symbol for an object when a different symbol is desired.
12. The user shall have the ability to add custom symbols to the symbol library.
13. The software shall permit the importing of AutoCAD or scanned pictures for use in graphics.
14. Graphics must be automatically associated to any points or system objects that are rendered on the graphic, so that selection of a system object will allow a user to simply navigate to any associated graphic, without the need for manual association.
15. The software must allow users to command points directly off graphics application.
16. Graphic display shall include the ability to depict real-time point values dynamically with text or animation.
17. Navigation through various graphic screens shall be optionally achieved through a hierarchical "tree" structure
18. Graphics viewing shall include dynamic pan zoom capabilities.
19. Graphics viewing shall include the ability to switch between multiple layers with different information on each layer.
20. Graphics shall include a decluttering capability that allows layers to be programmatically hidden and displayed based on zoom level.
21. Graphics shall be capable of displaying the status of points that have been overridden by a field HAND switch, for points that have been designed to provide a field HAND override capability.
22. The software must provide the ability to create dashboard views consisting of gauges and charts that graphically display system and/ or energy performance.

G. System Performance

1. Comply with the following performance requirements:
    a. Graphic Display: Display graphic with minimum 20 dynamic points with current data within 5 seconds.
    b. Graphic Refresh: Update graphic with minimum 20 dynamic points with current data within 5 seconds.
    c. Object Command: Reaction time of less than 5 seconds between operator command of a binary object and device reaction.
    d. Object Scan: Transmit change of state and change of analog values to control units or workstation within 5 seconds.
    e. Alarm Response Time: Annunciate alarm at workstation within 2 seconds. Multiple workstations must receive alarms within five seconds of each other.
    f. Program Execution Frequency: Programmable controllers shall execute DDC PI control loops, and scan and update process values and outputs at least once per second.

g. Reporting Accuracy and Stability of Control: Report values and maintain measured variables within tolerances as follows:
   1) Water Temperature: Plus, or minus 1 deg F.
   2) Water Flow: Plus or minus 5 percent of full scale.
   3) Water Pressure: Plus or minus 2 percent of full scale.
   4) Space Temperature: Plus or minus 1 deg F.
   5) Ducted Air Temperature: Plus or minus 1 deg F.
   6) Outside Air Temperature: Plus or minus 2 deg F.
   7) Dew Point Temperature: Plus or minus 3 deg F.
   8) Temperature Differential: Plus or minus 0.25 deg F.
   9) Relative Humidity: Plus or minus 2 percent.
   10) Airflow (Pressurized Spaces): Plus or minus 3 percent of full scale.
   11) Airflow (Measuring Stations): Plus or minus 5 percent of full scale.
   12) Airflow (Terminal): Plus or minus 10 percent of full scale.
   13) Air Pressure (Space): Plus or minus 0.01-inch wg.
   14) Air Pressure (Ducts): Plus or minus 0.1-inch wg.
   15) Carbon Monoxide: Plus or minus 5 percent of reading.
   16) Carbon Dioxide: Plus or minus 50 ppm.
   17) Electrical: Plus or minus 5 percent of reading.

H. Reports
1. The software must allow reports shall be executed on demand.
2. The software must allow reports shall be executed via pre-defined schedule.
3. As a minimum, the system shall allow the user to easily obtain the following types of reports:
   a. A general listing of all or selected points in the network
   b. A status report showing present value and alarm status
   c. List of all points currently in alarm
   d. List of all points currently in override status
   e. List of all disabled points
   f. System diagnostic reports including, list of Building panels on line and communicating, status of all Building terminal unit device points
   g. List of alarm strategy definitions
   h. List of Building Control panels
   i. Point totalization report
   j. Point Trend data listings
   k. Initial Values report
   l. User activity report
   m. Event history reports

I. Scheduling
1. The software shall provide a calendar type format for simplification of time and date scheduling and overrides of building operations.
2. The software shall support the definition of BACnet schedules that are defined at the workstation and are downloaded to Building Controller to ensure time equipment scheduling when PC is off-line, such that the operating software is not required to execute time scheduling. The software must provide the following capabilities for BACnet scheduling capabilities as a minimum:
   a. Fully support all BACnet Schedule, Calendar, and Command objects.
   b. Daily and Weekly schedules
   c. Ability to combine multiple points into a logical Command Groups for ease of scheduling (e.g., all Building 1 lights)
   d. Ability to schedule for a minimum of up to ten (10) years in advance.
3. The software shall support the definition of schedules that are configured and executed to run at the workstation, to support scheduling of workstation software activities and to support field systems that do not include internal scheduling mechanisms. The software must provide the following capabilities for BACnet scheduling capabilities as a minimum:
   a. Schedule predefined reports
   b. Schedule Trend collections

c. Schedule automated system backups
d. Schedule commands to be sent to field panels
e. Daily and weekly schedules
f. Setting up and executing Holiday schedules
g. Ability to combine multiple points into a logical Command Groups for ease of scheduling (e.g., all Building 1 lights)
h. Ability to schedule for a minimum of up to ten (10) years in advance.

4. The software shall support the definition of Apogee Equipment Schedules Objects that are defined at the workstation and are downloaded to Building Controller to ensure time equipment scheduling when PC is off-line, such that the operating software is not required to execute time scheduling the software must provide the following capabilities for BACnet scheduling capabilities as a minimum:
   a. Apogee equipment schedule Zones
   b. Apogee equipment schedule Events
   c. Configuration of Daily, Weekly, Monthly schedules
   d. Configuration of Replacement Days
5. The software shall provide the ability for users to override regular weekly schedules through menu selection, graphical mouse action or function key.
6. The software shall provide a timeline view, showing the results of any number of combined selected workstation and field panel controller schedules for an overview of facility operation.

J. Trending

1. Provide trending capabilities that allow the user to easily monitor and preserve records of system activity over an extended period of time.
2. Any system point may be trended automatically at time-based intervals or change of value, both of which shall be user-definable.
3. Trend data shall be collected and stored on hard disk for future diagnostics and reporting.
4. Automatic Trend collection may be scheduled at regular intervals through the same scheduling interface as used for scheduling of equipment.
5. System shall support trending in the same device as the monitor point or in an external device.
6. The software must support configuration of panels that have a trending level threshold, above which the data will be automatically uploaded to the BMS server to prevent overwriting the data in the field panel. The trending level will be user defined in % of available space (e.g., automatically upload when the trend buffer is at 75% of allocated space).
7. Trend data reports shall be provided to allow the user to view all trended point data.
8. Trend data reports may be customized to include individual points or predefined groups of selected points.
9. The software shall allow the user to view real-time trend data on trend graphical plot displays.
   a. A minimum of ten points may be plotted
   b. A combination of real-time and historical data may be plotted
   c. Dynamic graphs shall continuously update point values
   d. At any time, the user may redefine sampling times or range scales for any point
   e. The user may pause the display and take "snapshots" of plot screens to be stored on the workstation disk for future recall and analysis
   f. Exact point values may be viewed on the Trend plot
   g. Trend graphs may be printed
   h. Operator shall be able to command points by selecting them on the trend plot. Operator shall be able to zoom in on a specific time range within a plot.
   i. The Trend Viewer must allow users to configure separate left and right axis for easier differentiation of point values.
   j. The Trend Viewer must allow users to display historical data for the same group of points at different times simultaneously for easy comparison of system behavior over time.

K. Event Management

1. Event Notification shall be presented to each workstation in a tabular format application and shall include the following information for each event: name, value, event time and date, event status, priority, acknowledgement information, and alarm count.

2. Only events for which the logged-on user has privileges to view shall be displayed on each workstation.
3. The software shall provide the ability to users to limit the list of events displayed at each workstation (e.g. only show fire events at this workstation, no matter who is logged on)
4. Each event shall have the ability to sound an audible notification based on the category of the event.
5. Event List shall have the ability to list and sort the events based on event status, point name, ascending or descending activation time.
6. Directly from the Event List, the user shall have the ability to acknowledge, silence the event sound, print, or erase each event.
7. The interface shall provide the option to inhibit the erasing of active acknowledged events, until they have returned to normal status.
8. The user shall have the ability to navigate to all information related to a selected point in order to command, launch an associated graphic or trended graphical plot, or run a report on a selected point directly from the Event List.
9. Each event shall have a direct link from the Event List to further user-defined point informational data.
10. The user shall have the ability to also associate real-time electronic annotations or notes to each event.
11. Software shall provide the option to configure detailed operating procedures that guide a user through predetermined standard operating procedures for handling critical events. Users shall be able to log completion of each operating step as it is performed.

L. Remote Notification (RENO)

1. Workstations shall be configured to send out messages to numeric pagers, alphanumeric pagers, SMS (Simple Messaging Service, text messaging) Devices, and email accounts based on a point's alarm condition.
2. Email notification must support POP3, IMAP, and SMTP with SSL/TSL
3. Communication with external software must be encrypted.
4. There shall be no limit to the number of points that can be configured for remote notification of alarm conditions and no limit on the number of remote devices which can receive messages from the system.
5. On a per point basis, system shall be configurable to send messages to an individual or group and shall be configurable to send different messages to different remote devices based on alarm message priority level.
6. System must be configurable to send messages to an escalation list so that if the first device does not respond, the message is sent on to the next device after a configurable time has elapsed.
7. Workstation shall have the ability to send manual messages allowing an operator to type in a message to be sent immediately.
8. Workstation shall have a feature to send a heartbeat message to periodically notify users that they have communication with the system.

M. External Data Access

1. The software shall provide the ability to expose configuration properties and real-time values through CSV files, OPC DA, OPC UA, or REST-based Web Services.
2. The software shall provide the ability for external applications to change configuration and real-time values through OPC DA, OPC UA, or REST-based Web Services.
3. The software shall provide the ability for external applications to access historical Trend data through CSV files or REST-based Web Services.
4. External data access must be secured using the level of permissions configured for users and operator workstations.
5. Web service interfaces must allow for exchanging data (object's values, events and trend series) between workstation and external applications such as facility management systems, enterprise applications, mobile applications or other value-added services.
6. Documentation describing web services interfaces must be included to allow external developers to write applications that leverage the data exchange.

N. Licensing

1. Software licensing must be allowed to be bound to a dongle or to physical PC hardware.
2. User licenses from all client types shall be from a common pool of client licenses. Licenses for installed and browser-based clients shall not be in separate pools.
3. Provide the number of client licenses as called for here or in the Sequence of Operations.

O. Data Security

1. The BAS software must allow that all communication paths between clients and the server are encrypted and protected against replay attacks as well as data manipulation.
2. Any runtime data transfer between the system server and Web Server (IIS) must be allowed to be encrypted by Desigo CC.
3. Communication between any Web Server (IIS) and the Web Clients must be allowed to be encrypted.
4. Passwords must be handled with encrypted storage and transmission
5. The software must support the use of public domain algorithms for cryptographic functions, including AES, DiffieHellmann, RSA, and SHA-2. No self-coded algorithms shall be allowed.
6. All symmetrical encryption must use 256-bit AES or stronger.
7. All asymmetrical encryption must use 2048 bit or stronger.
8. The software must support the use of commercial certificates for securing client-server communications.
9. The software must support the use of self-signed certificates to allow local deployments without the overhead of obtaining commercial certificates.
10. When using self-signed certificates, the owner of the Desigo CC system is responsible for maintaining their validity status, and for manually adding them to and removing them from the list of trusted certificates.
11. The BAS software shall be compatible with the following Virus Scanners:
    a. Kaspersky
    b. Avira
    c. McAfee
    d. Bitdefender
    e. TrendMicro Office Scan

P. Virtualization

1. The BAS software must be compatible with following Virtualization software packages:
    a. VMware®:
        1) Virtualization platform: VSphere 6.0 or higher
        2) Fault-tolerant software: ESXi 6.0b managed by VCenter Server Appliance v6.0.0 or higher
    b. Stratus®:
        1) Virtualization platform: KVM for Linux CentOS v7.0 or higher
        2) Fault-tolerant software: everRun Enterprise 7.2 or higher
        3) Virtualization platform: Citrix XenServer 6.0.2 or higher
        4) Fault-tolerant software: everRun MX 6.2 or higher

Q. Subsystem Connectivity

1. The BAS application software must be capable of connecting simultaneously to multiple control systems and data sources.
2. Interface software shall simultaneously communicate with and share data between multiple Ethernet-connected building level networks.
3. The BAS application software must support the following standard protocols:
    a. BACnet IP (standard Revision 1.13)
    b. OPC (OLE for Process Control) OPC DA 2.05, 3.0
    c. Modbus TCP
    d. SNMP (Agent V1 and V2)
    e. Siemens Apogee P2
    f. Siemens XNET
4. Any break in system controller communication must result in a notification at the server.

R. BACnet

1. The Operator Workstation Software shall be capable of BACnet IP communications.
2. The Operator Workstation Software shall have demonstrated interoperability during at least one BTL Interoperability Workshop.
3. The Operator Workstation Software shall have demonstrated compliance to BTL B-AWS device classification through BTL listing as specified in ANSI/ASHRAE 135 under revision 1.13 or higher.
4. The BAS software shall meet the BACnet device profile of an Advanced Workstation Server (B-AWS) and Operator Workstation (B-OWS) and shall support the following BACnet BIBBs:
    a. Data Sharing
        1) DS-RP-A Data Sharing-ReadProperty-A
        2) DS-RP-B Data Sharing-ReadProperty-B
        3) DS-RPM-A Data Sharing-ReadPropertyMultiple-A
        4) DS-RPM-B Data Sharing-ReadPropertyMultiple-B
        5) DS-WP-A Data Sharing-WriteProperty-A
        6) DS-WP-B Data Sharing-WriteProperty-B
        7) DS-WPM-A Data Sharing-WritePropertyMultiple-A
        8) DS-COV-A Data Sharing-ChangeofValue-A
        9) DS-COVP-A Data Sharing – ChangeofValueProperty-A
        10) DS-V-A Data Sharing - View - A
        11) DS-AV-A Data Sharing - Advanced View - A
        12) DS-M-A Data Sharing - Modify - A
        13) DS-AM-A Data Sharing - Advanced Modify - A
    b. Scheduling
        1) SCHED-VM-A Scheduling-View and Modify-A
        2) SCHED-AVM-A Scheduling-Advanced View and Modify-A
        3) SCHED-WS-A Scheduling-Weekly Schedule-A
    c. Alarm and Event Management
        1) AE-N-A Alarm and Event-Notification-A
        2) AE-ACK-A Alarm and Event-ACK-A
        3) AE-LS-A Alarm and Event-LifeSafety - A
        4) AE-VM-A Alarm and Event Management - View and Modify - A
        5) AE-AVM-A Alarm and Event Management - Advanced View and Modify - A
        6) AE-VN-A Alarm and Event Management - View Notifications - A
        7) AE-AVN-A Alarm and Event Management - Advanced View Notifications - A
    d. Trending
        1) T-V-A Trending-Viewing and Modifying Trends-A
        2) T-ATR-A Trending-Automated Trend Retrieval-A
        3) T-AVM-A Trending-Advanced View and Modify -A
    e. Network Management
        1) NM-CE-A Network Management-Connection Establishment-A
    f. Device Management
        1) DM-DDB-A Device Management-Dynamic Device Binding-A
        2) DM-DDB-B Device Management-Dynamic Device Binding-B
        3) DM-DOB-A Device Management-Dynamic Object Binding-A
        4) DM-DOB-B Device Management-Dynamic Object Binding-B
        5) DM-DCC-A Device Management-DeviceCommunicationControl-A
        6) DM-TM-A Device Management-Text Message-A
        7) DM-MTS-A Device Management-Manual Time Synchronization-A
        8) DM-ATS-A Device Management-Automatic Time Synchronization-A
        9) DM-TS-A Device Management-Time Synchronization-A
        10) DM-UTC-A Device Management-UTCTimeSynchronization-A
        11) DM-RD-A Device Management-Reinitialize Device-A
        12) DM-BR-A Device Management-Backup and Restore-A
        13) DM-LM-A Device Management-List Manipulation-A
        14) DM-LM-B Device Management-List Manipulation-B
        15) DM-OCD-A Device Management-Object Creation and Deletion-A

16) DM-ANM-A Device Management-Automatic Network Mapping-A
17) DM-ADM-A Device Management-Automatic Device Mapping-A

5. The BAS Server and Workstations shall support the following Data Link Layers:
   a. BACnet IP Annex J
   b. BACnet IP Annex J Foreign Device
   c. ISO 8802-3, Ethernet (Clause 7)
6. The BAS Server and Workstations shall be able to interact with all of the BACnet objects in the controllers. In addition, the software shall be able to support the following objects as they relate to features in the workstation software:
   a. Calendar – Creatable, Deletable
   b. Command – Creatable, Deletable
   c. Event Enrollment – Creatable, Deletable
   d. Notification Class – Creatable, Deletable
   e. Schedule - Creatable, Deletable
7. The BAS Server and Workstations shall support transmitting and receiving segmented messages.
8. The BAS Server and Workstation shall have the capability to be the BACnet/IP Broadcast Management Device (BBMD) and support foreign devices.

2.1.1.5 DIRECT DIGITAL CONTROLLER SOFTWARE

A. Provide a full capability user license to the owner for the operator to be able to see, modify, create, upload, download and save control programs to the DDC controllers.

B. The software program shall be provided as an integral part of DDC Controllers and shall not be dependent upon any higher-level computer or another controller for execution.

C. The software shall be provided with an interactive HELP function to assist operators with syntax, abbreviations, commands and saving programs.

D. Point naming and communication format:
1. All points, panels, and programs shall be identified by a 30-character name. All points shall also be identified by a 16-character point descriptor. The same names shall be displayed at both Building Controller and the Operator Interface.
2. All digital points shall have a consistent, user-defined, two-state status indication with 8 characters minimum (e.g., Summer, Enabled, Disabled, Abnormal).
3. The Building Controller Software shall be capable of BACnet communications. The BACnet Building Controller (B-BC) shall have demonstrated interoperability during at least one BTL Interoperability Workshop, have demonstrated compliance to BTL through BTL listing and shall substantially conform to BACnet Building Controller (B-BC) device profile as specified in ANSI/ASHRAE 135-2004, Annex L.

E. System Security
1. User access shall be secured using individual security passwords and user names.
2. Passwords shall restrict the user to the objects, applications, and system functions as assigned by the system manager.
3. Building Controllers shall be able to assign a minimum of 50 passwords access and control priorities to each point individually. The logon password (at any Operator Interface or portable operator terminal) shall enable the operator to monitor, adjust and control only the points that the operator is authorized for. All other points shall not be displayed at the Operator Interface or portable terminal. Passwords and priorities for every point shall be fully programmable and adjustable.
4. User Log On/Log Off attempts shall be recorded.
5. The system shall protect itself from unauthorized use by automatically logging off following the last keystroke. The delay time shall be user-definable.

6. Use of workstation resident security as the only means of access control is not an acceptable alternative to resident system security in the DDC controller software.

F. User Defined Control Applications: The applications software shall program DDC routines to meet the sequences of operations.

1. Building Controllers shall have the ability to perform energy management routines including but not limited to time of day scheduling, calendar-based scheduling, holiday scheduling, temporary schedule overrides, start stop time optimization, automatic daylight savings time switch over, night setback control, enthalpy switch over, peak demand limiting, temperature-compensated duty cycling, heating/cooling interlock, supply temperature reset, priority load shedding, and power failure restart.
2. The Building Controllers shall have the ability to perform the following pre-tested control algorithms:
    a. Two position with differential control and time delays
    b. Floating control
    c. Proportional control
    d. Proportional plus integral control
    e. Proportional, integral, plus derivative control
    f. Automatic tuning of control loops
    g. Model-free adaptive control
    h. Start Stop Time Optimization
3. Controllers shall be able to execute custom, job-specific processes defined by the user, to automatically perform calculations and special control routines.
4. Each controller shall support plain language text comment lines in the operating program to allow for quick troubleshooting, documentation, and historical summaries of program development.

G. Peer-to-peer access to other DDC controllers

1. It shall be possible to use any actual or virtual point data or status, any system calculated data, a result from any process, or any user-defined constant in any controller in the system.
2. Any process shall be able to issue commands to points in any and all other controllers in the system.
3. Processes shall be able to generate operator messages and advisories to other operator I/O devices. A process shall be able to directly send a message to a specified device or cause the execution of an advanced annunciation feature, such as:
    a. Generate a report
    b. Annunciate an alarm
    c. Issue a text message or email

H. Alarm Management

1. Alarm management shall be provided within the controller software to monitor and direct alarm information to operator devices.
2. Each Building Controller shall perform distributed, independent alarm analysis, minimize network traffic and prevent alarms from being lost. At no time shall the Building Controllers ability to report alarms be affected by either operator or activity at a PC workstation, local I/O device or communications with other panels on the network.
3. Conditional alarming shall allow generation of alarms based upon user defined multiple criteria.
4. An Alarm “shelving” feature shall be provided to disable alarms during testing. (Pull the Plug, etc.).
5. Binary Alarms. Each binary alarm object shall be set to alarm based on the operator-specified state. Provide the capability to automatically and manually disable alarming.
6. Analog Alarms. Each analog alarm object shall have both high and low alarm limits. Alarming must be able to be automatically and manually disabled.
7. All alarm shall include the point's user-defined language description and the time and date of occurrence.
8. Alarm reports and messages shall be routed to user-defined list of operator workstations, or other devices based on time and other conditions. An alarm shall be able to start programs, print reports, be logged in the event log, generate custom messages, and display graphics.

9. The user shall be able to add a 200-character alarm message to each alarm point to more fully describe the alarm condition or direct operator response. Each Building Controller shall be capable of storing a library of at least 50 alarm messages. Each message may be assigned to any number of points in the Controller.
10. Operator-selected alarms shall be capable of initiating a trigger to an advanced annunciation, such as text, email, etc.
11. An alarm history log shall report the start of the alarm condition, acknowledgement by a user and return of the alarm to normal condition.

I. Scheduling:

1. Provide a comprehensive menu driven program to automatically start and stop designated multiple objects or events in the system according to a stored time.
2. Schedules shall reside in the building controller and shall not rely on external processing or network.
3. It shall be possible to define a group of objects as a custom event (i.e., meeting, athletic activity, etc.). Events can then be scheduled to operate all necessary equipment automatically.
4. For points assigned to one common load group, it shall be possible to assign variable time delays between each successive start and/or stop within that group.
5. The operator shall be able to define the following information:
    a. Time, day
    b. Commands such as on, off, auto, etc.
    c. Time delays between successive commands.
    d. There shall be provisions for manual overriding of each schedule by an authorized operator.
6. It shall be possible to schedule calendar-based events up to one year in advance based on the following:
    a. Weekly Schedule. Provide separate schedules for each day of the week. Each of these schedules should include the capability for start, stop, optimal start, optimal stop, and night economizer. When a group of objects are scheduled together as an Event, provide the capability to adjust the start and stop times for each member.
    b. Exception Schedules. Provide the ability for the operator to designate any day of the year as an exception schedule. Exception schedules may be defined up to a year in advance. Once an exception schedule is executed, it will be discarded and replaced by the standard schedule for that day of the week.

J. Automatic Daylight Savings Time Switchover. The system shall provide automatic time adjustment for switching to/from Daylight Savings Time.

K. Night setback control. The system shall provide the ability to automatically adjust setpoints for night control.

L. Enthalpy switchover (economizer). The Building Controller Software (BCS) shall control the position of the air handler relief, return, and outside air dampers. If the outside air-dry bulb temperature falls below changeover setpoint the BCS will modulate the dampers to provide 100 percent outside air. The user will be able to quickly change over to an economizer system based on dry bulb temperature and will be able to override the economizer cycle and return to minimum outside air operation at any time.

M. Control Loop Algorithm

1. Provide a PID (proportional-integral-derivative) closed-loop control algorithm with direct or reverse action and anti-windup. The algorithm shall calculate a time-varying analog value that is used to position an output or stage a series of outputs. The controlled variable, setpoint, and weighting parameters shall be accessible from the operator workstation.

N. Adaptive Loop Tuning

1. Building Controllers shall also provide high resolution sampling capability for verification of DDC control loop performance. Documented evidence of tuned control loop performance shall be provided on a monthly, seasonal, quarterly, annual period.

2. For Model-Free Adaptive Control loops, evidence of tuned control loop performance shall be provided via graphical plots or trended data logs. Graphical plots shall minimally include depictions of setpoint, process variable (output), and control variable (e.g., temperature). Other parameters that may influence loop control shall also be included in the plot (e.g., fan on/off, mixed-air temp).
3. For PID control loops, operator-initiated automatic and manual loop tuning algorithms shall be provided for all operator-selected PID control loops. Evidence of tuned control loop performance shall be provided via graphical plots or trended data logs for all loops.
    a. In automatic mode, the controller shall perform a step response test with a minimum one-second resolution, evaluate the trend data, calculate the new PID gains and input these values into the selected LOOP statement.
    b. Loop tuning shall be capable of being initiated either locally at the Building Controller, from a network workstation or remotely using dial-in modems. For all loop tuning functions, access shall be limited to authorized personnel through password protection.

O. Logic programming: Provide a software routine that can build ladder logic to control using many conditional statements.
1. The logic programming syntax shall be able to combine ladder logic with other software features, such as combining status, scheduling, PDL and alarm conditions into one conditional decision.
2. Logic programming shall be able to reference conditions in any other controller in the system.

P. Staggered Start:
1. This application shall prevent all controlled equipment from simultaneously restarting after a power outage. The order in which equipment (or groups of equipment) is started, along with the time delay between starts, shall be user definable in an application and shall not require written scripts or ladder logic.
2. Upon the resumption of power, each Building Controller shall analyze the status of all controlled equipment, compare it with normal occupancy scheduling and turn equipment on or off as necessary to resume normal operations.

Q. Totalization Features:
1. Run-Time Totalization. Building Controllers shall automatically accumulate and store run-time hours for all digital input and output points. A high runtime alarm shall be assigned, if required, by the operator.
2. Consumption totalization. Building Controllers shall automatically sample, calculate and store consumption totals on a daily, weekly or monthly basis for all analog and digital pulse input type points.
3. Event totalization. Building Controllers shall have the ability to count events such as the number of times a pump or fan system is cycled on and off. Event totalization shall be performed on a daily, weekly or monthly basis for all points. The event totalization feature shall be able to store the records associated with events before reset.

R. Data Collection:
1. A variety of historical data collection utilities shall be provided to manually or automatically sample, store, and display system data for all points.
2. Building Controllers shall store point history data for selected analog and digital inputs and outputs:
3. Any point, physical or calculated may be designated for trending. Any point, regardless of physical location in the network, may be collected and stored in each Building Controllers point group.
4. Two methods of collection shall be allowed: either by up to four pre-defined time intervals or upon a pre-defined change of value. Sample intervals of l minute to 7 days shall be provided.
5. Each Building Controller shall have a dedicated RAM-based buffer for trend data and shall be capable of storing a minimum of 10,000 data samples.
6. Trend data shall be stored at the Building Controllers and uploaded to the workstation when retrieval is desired. Uploads shall occur based upon either user-defined interval, manual command or when the trend buffers are full. All trend data shall be available for use in third-party personal computer applications.

2.1.1.6 BACNET BUILDING CONTROLLERS

A. Provide all necessary hardware for a complete operating system as required. The Building Controller shall be able to operate as a standalone panel and shall not be dependent upon any higher-level computer or another controller for operation.

B. Basis of design is Siemens PX Modular and Compact Controllers (PXC).

C. This controller shall have the BTL listing and meet the BACnet device profile of a Building Controller (B-BC) and shall support the following BACnet BIBBs:

1. Data Sharing
   a. Data Sharing-Read Property-Initiate, Execute (DS-RP-A, B)
   b. Data Sharing-Read Property Multiple- Initiate, Execute (DS-RPM-A, B)
   c. Data Sharing-Write Property- Initiate, Execute (DS-WP-A, B)
   d. Data Sharing-Write Property Multiple- Execute (DS-WPM-B)
   e. Data Sharing-COV- Initiate, Execute (DS-COV-A, B)
   f. Data Sharing-COV-Unsolicited- Initiate, Execute (DS-COVU-A, B)
2. Scheduling
   a. Scheduling-Internal- Execute (SCHED-I-B)
   b. Scheduling-External- Execute (SCHED-E-B)
3. Trending
   a. Trending-Viewing and Modifying Trends - Initiate (T-VMT-A)
   b. Trending-Viewing and Modifying Trends Internal- Execute (T-VMT-I-B)
   c. Trending-Viewing and Modifying Trends-External- Execute (T-VMT-E-B)
   d. Trending-Automated Trend Retrieval- Execute (T-ATR-B)
4. Network Management
   a. Network Management-Connection Establishment- Initiate (NM-CE-A)
5. Alarming
   a. Alarm and Event-Notification- Initiate (AE-N-A)
   b. Alarm and Event-Notification Internal- Execute (AE-N-E-B)
   c. Alarm and Event-Notification External- Execute (AE-N-E-B)
   d. Alarm and Event-ACK- Initiate, Execute (AE-ACK-A, B)
   e. Alarm and Event –Alarm Summary- Execute (AE-ASUM-B)
   f. Alarm and Event –Enrollment Summary- Execute (AE-ESUM-A, B)
   g. Alarm and Event –Information- Initiate, Execute (AE-ESUM-A, B)
6. Device Management
   a. Device Management-Dynamic Device Binding- Initiate, Execute (DM-DDB-A, B)
   b. Device Management-Dynamic Object Binding- Initiate, Execute (DM-DOB-A, B)
   c. Device Management-Device Communication Control- Execute (DM-DCC-B)
   d. Device Management-Private Transfer- Initiate, Execute (DM-PT-A, B)
   e. Device Management-Text Message- Initiate, Execute (DM-TM-A, B)
   f. Device Management-Time Synchronization- Execute (DM-TS-B)
   g. Device Management-Reinitialize Device- Execute (DM-RD-B)
   h. Device Management-Backup and Restore- Execute (DM-RD-B)
   i. Device Management-List Manipulation- Execute (DM-RD-B)
   j. Device Management-Object Creation and Deletion- Execute (DM-OCD-B)
7. The Building Level Controller shall support the following Data Link Layers:
   a. BACnet IP Annex J
   b. BACnet IP Annex J Foreign Device
   c. MS/TP Master (Claus 9)
8. The Building Level Controller shall be able to interact with all of the BACnet objects in the controllers. In addition, the software shall be able to support the following objects as they relate to features in the workstation software:
   a. Calendar – Creatable, Deletable
   b. Command – Creatable, Deletable
   c. Event Enrollment – Creatable, Deletable
   d. Notification Class – Creatable, Deletable

e. Schedule - Creatable, Deletable

9. The Building Level Controller shall support transmitting and receiving segmented messages.
10. The Building Level Controller shall have the capability to be the BACnet/IP Broadcast Management Device (BBMD) and support foreign devices.
11. The Building Level Controller shall have the capability to act as a BACnet router between MS/TP subnetworks and BACnet/IP.

D. This level of controller shall be used for the following types of systems:

1. Chiller plant systems
2. Heating plant systems
3. Cooling Towers
4. Pumping systems
5. VAV air handlers
6. Air handlers over 15,000 cfm
7. Systems with over 24 input/output points
8. Rooftop systems

E. Computing power and memory minimum:

1. A 32-bit, stand-alone, multi-tasking, multi-user, real-time 100MHz digital control microprocessor module.
2. Inputs shall be 16-bit minimum analog-to-digital resolution
3. Outputs shall be 10-bit minimum digital-to-analog resolution
4. Memory module (24 Megabyte, minimum) to accommodate all Primary Control Panel software requirements, including but not limited to, its own operating system and databases (see Controllers Software section), including control processes, energy management applications, alarm management applications, historical/trend data for points specified, maintenance support applications, custom processes, operator I/O, dial-up communications.
5. Real time clock and battery
6. Data collection/ Data Trend module sized for 10,000 data samples.
7. Flash Memory Firmware: Each Building Level Control Panel shall support firmware upgrades without the need to replace hardware.

F. Onboard or Modular hardware and connections:

1. Primary Network communication module, if needed for primary network communications.
2. Secondary Network communication module, if needed for secondary network communications.
3. RJ45 port 10/100Mbaud
4. RS485 ports for subnetworks and point expansion
5. Man, to Machine Interface port (MMI)
6. USB Port

G. Input and Output Points Hardware

1. Input/output point modules as required including spare capacity.
2. Input/output point modules shall have removable terminal blocks.
3. Monitoring of the status of all hand-off-auto switches.
4. Monitoring of all industry standard types of analog and digital inputs and outputs, without the addition of equipment to the primary control panel.
5. Local status indication for each digital input and output for constant, up-to-date verification of all point conditions without the need for an operator I/O device. Each primary control panel shall perform diagnostics on all inputs and outputs and a failure of any input or output shall be indicated both locally and at the operator workstation.
6. Graduated intensity LEDs or analog indication of value for each analog output.

H. Code compliance

1. Approvals and standards: UL916; CE; FCC
2. Provide UL864-UUKL where called for in the sequences of operations.

I. Accessories:

1. Appropriate NEMA rated metal enclosure.
2. Power supplies as required for all associated modules, sensors, actuators, etc.

J. The operator shall have the ability to manually override automatic or centrally executed commands at the primary control panels via local, point discrete, on-board hand/off/auto operator override switches. If on board switches are not available, provide separate control panels with HOA switches. Mount panel adjacent to primary control panel. Provide hand/off/auto switch for each digital output, including spares.

K. Each Building Level Control Panel shall continuously perform self-diagnostics on all hardware modules and network communications. The System Level Control Panel shall provide both local and remote annunciation of any detected component failures, low battery conditions or repeated failure to establish communication with any system.

L. Panel setup point definitions and sequencing diagrams shall be backed up on EEPROM memory.

M. Power loss. In the event of the loss of power, there shall be an orderly shutdown of all Building Controllers to prevent the loss of database or operating system software. Non-volatile memory shall be incorporated for all critical controller configuration data and battery backup shall be provided to support the real-time clock and all volatile memory for a minimum of 30 days.

N. Building Level control panels shall provide at least two serial data communication ports for operation of operator I/O devices such as industry standard printers, operator terminals, modems and portable laptop operator's terminals. Primary control panels shall allow temporary use of portable devices without interrupting the normal communications, operation of permanently connected modems, printers or terminals.

O. Building Level Controllers shall have the capability to serve as a gateway between Modus subnetworks and BACnet objects. Provide software, drives and programming.

P. Isolation shall be provided at all primary control panel terminations, as well as all field point terminations to suppress induced voltage transients consistent with IEEE Standards 587-1980.

Q. Spare Capacity: Provide enough inputs and outputs to handle the equipment shown to be “future” on drawings and 10% more of each point type. Provide all hardware modules, software modules, processors, power supplies, communication controllers, etc. required to ensure adding a point to the spare point location only requires the addition of the appropriate sensor/actuator and field wiring/tubing.

R. Environment.
1. Controller hardware shall be suitable for the anticipated ambient conditions.
2. Controllers used outdoors and/or in wet ambient conditions shall be mounted within waterproof enclosures and shall be rated for operation at 0°C to 49°C (32°F to 120°F).
3. Controllers used in conditioned space shall be mounted in dust-proof enclosures and shall be rated for operation at 0°C to 49°C (32°F to 120°F).
4. Controller hardware shall be optionally suitable for rooftop environments.

S. Immunity to power and noise.
1. Controller shall be able to operate at 90% to 110% of nominal voltage rating and shall perform an orderly shutdown below 80% nominal voltage.
2. Operation shall be protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W at 1 m (3 ft).
3. Isolation shall be provided at all primary network terminations, as well as all field point terminations to suppress induced voltage transients consistent with:
    a. RF-Conducted Immunity (RFCI) per ENV 50141 (IEC 1000-4-6) at 3V.
    b. Electro Static Discharge (ESD) Immunity per EN 61000-4-2 (IEC 1000-4-2) at 8 kV air discharge, 4 kV contact.

c. Electrical Fast Transient (EFT) per EN 61000-4-4 (IEC 1000-4-4) at 500V signal, 1 kV power.
d. Output Circuit Transients per UL 864 (2,400V, 10A, 1.2 Joule max).

4. Isolation shall be provided at all Building Controller's AC input terminals to suppress induced voltage transients consistent with:
   a. IEEE Standard 587 1980
   b. UL 864 Supply Line Transients
   c. Voltage Sags, Surge, and Dropout per EN 61000-4-11 (EN 1000-4-11)

2.1.1.7 BACNET ADVANCED APPLICATION CONTROLLERS

A. Provide all necessary hardware for a complete operating system as required. The Advanced Application level control panel shall be able to operate as a standalone panel and shall not be dependent upon any higher-level computer or another controller for operation.

B. Basis of design is Unitary Equipment Controller (PXCxx-UCM).

C. The Advanced Application Controller Software shall be capable of BACnet communications. The BACnet Advanced Application Controller (B-AAC) shall have demonstrated compliance to BTL through BTL listing and shall substantially conform to BACnet Advanced Application Controller (B-AAC) device profile as specified in ANSI/ASHRAE 135-2004 or ANSI/ASHRAE 135-2008. Supported BIBBS shall include:

1. Data Sharing
   a. Data Sharing-Read Property-Initiate, Execute (DS-RP-A, B)
   b. Data Sharing-Read Property Multiple- Initiate, Execute (DS-RPM-A, B)
   c. Data Sharing-Write Property- Initiate, Execute (DS-WP-A, B)
   d. Data Sharing-Write Property Multiple- Execute (DS-WPM-B)
   e. Data Sharing-COV- Initiate, Execute (DS-COV-A, B)
2. Scheduling
   a. Scheduling-Internal- Execute (SCHED-I-B)
3. Trending
   a. Trending-Viewing and Modifying Trends Internal- Execute (T-VMT-I-B)
   b. Trending-Automated Trend Retrieval- Execute (T-ATR-B)
4. Network Management
   a. Network Management-Connection Establishment- Initiate (NM-CE-A)
5. Alarming
   a. Alarm and Event-Notification Internal- Execute (AE-N-I-B)
   b. Alarm and Event-ACK- Initiate, Execute (AE-ACK-A, B)
   c. Alarm and Event –Enrollment Summary- Execute (AE-ESUM-B)
   d. Alarm and Event –Information- Execute (AE-INFO-B)
6. Device Management
   a. Device Management-Dynamic Device Binding- Initiate, Execute (DM-DDB-A, B)
   b. Device Management-Dynamic Object Binding- Initiate, Execute (DM-DOB-A, B)
   c. Device Management-Device Communication Control- Execute (DM-DCC-B)
   d. Device Management-Time Synchronization- Execute (DM-TS-B)
   e. Device Management-Reinitialize Device- Execute (DM-RD-B)
   f. Device Management-Backup and Restore- Execute (DM-BR-B)
   g. Device Management-List Manipulation- Execute (DM-LM-B)
   h. Device Management-Object Creation and Deletion- Execute (DM-OCD-B)
7. The Advanced Application Controller shall be able to interact with all of the BACnet objects in the controllers. In addition, the software shall be able to support the following objects as they relate to features in the workstation software:
   a. Calendar – Creatable, Deletable
   b. Command – Creatable, Deletable

c. Event Enrollment – Creatable, Deletable
d. Notification Class – Creatable, Deletable
e. Schedule - Creatable, Deletable

8. The Advanced Application Controller shall support transmitting and receiving segmented messages.

D. Communication:

1. BAS Network: The Advanced Application Controller shall support the following Data Link Layers:
   a. MS/TP Master
2. Serial Communication: Temporary use of portable devices shall not interrupt the BAS communication, nor the normal operation of permanently connected printers or terminals.
   a. Provide at least one EIA-232C serial data communication port for operation of operator I/O devices such as industry standard printers, operator terminals, and portable laptop operator's terminals.
   b. A USB port shall alternatively be available to support local HMI tools connection.

E. Software

1. The software programs specified in this section shall be provided as an integral part of Advanced Application Controllers and shall not be dependent upon any higher-level computer or another controller for execution.
2. Advanced Application Controllers shall have the ability to perform energy management routines including but not limited to
   a. scheduling, calendar-based scheduling, holiday scheduling, temporary schedule overrides
   b. automatic daylight savings time switch over
   c. night setback control
   d. economizer switch over using enthalpy, dry bulb or a combination
   e. peak demand limiting,
   f. temperature-compensated duty cycling
   g. heating/cooling interlock
   h. supply temperature reset
   i. priority load shedding
   j. power failure restart
3. The software shall have a routine for automatic tuning of control loops
4. System Security in the Field Panel
   a. User access shall be secured using individual security passwords and user names.
   b. Passwords shall restrict the user to the objects, applications, and system functions as assigned by the system manager.
   c. The system shall protect itself from unauthorized use by automatically logging off following the last keystroke. The delay time shall be user-definable.
   d. Use of workstation resident security as the only means of access control is not an acceptable alternative to resident system security in the field panel.
5. User Defined Control Applications:
   a. Controllers shall be fully-programmable. Controllers shall execute custom, job-specific sequences to automatically perform calculations and special control routines. Factory installed, or pre-configured sequences shall only be allowed if they exactly match the sequence specified herein.
   b. Programs shall combine control logic, control loop algorithms, and energy management routines
   c. Each controller shall support plain language text comment lines in the operating program to allow for quick troubleshooting, documentation, and historical summaries of program development.
   d. Controller shall provide a HELP function key, providing enhanced context sensitive on-line help with task-oriented information from the user manual.

F. Adaptive Loop Control.

1. Each AAC controller shall come standard with an Adaptive Control Loop Algorithm
   a. Tuning parameter shall automatically adjust for non-linear applications

2. Model-Free Adaptive (MFA) algorithm
    a. The algorithm shall not require modeling of the non-linear system in order to maintain control at all points of the non-linear load.
    b. The controlled variable, setpoint, and weighting parameters shall be user-selectable.
3. Output shall be analog or shall stage a series of outputs.
4. Adaptive Control shall take the place of Proportional, Proportional + Integral, and PID type algorithms for non-linear applications. Adaptive Control routines shall:
    a. Improve response time
    b. Improve System efficiency
    c. Improve Stability
    d. Result in Consistent outputs
    e. Reduce cycling and repositioning
    f. Reduce wear and tear on actuators
5. Adaptive control shall auto-adjust to compensate for
    a. mode changes
    b. load changes
    c. seasonal changes
    d. Heating and cooling changeover
    e. Heating or cooling capacity changes on the primary side
    f. Flow changes on the primary or secondary side
    g. Airflow changes across coil
    h. Flow across a heat exchanger
6. Adaptive control shall auto-adjust to compensate for
    a. Non-linear coils and heat exchangers
    b. Hot water and chilled water reset routines
    c. Water flow reset routines
    d. Duct Static reset routines
7. Auto-Tune PID loops are not acceptable substitutions.
8. If Adaptive Loop Control is not available, then the BAS contractor shall provide re-tuning of the control loops for coils and heat exchangers for each of the following conditions:
    a. Low heating supply water, high heating supply water
    b. Low load on steam coil, high load on steam coil
    c. Chilled water coil, non-dehumidification and condensing
    d. Chilled water coil, low airflow, high airflow, economizer
    e. Dual temperature systems tune for heating and cooling modes
    f. Each of 4 seasons

G. This level of controller shall be used for the following types of systems:
1. Systems with custom sequences that meet all of the criteria below:
2. No primary pumping systems
3. Secondary Pumping systems that are remote from Central Plants
4. Air handlers up to 15,000 cfm
5. Systems up to 20 input/output points
6. Room control sequences that cannot be achieved with an application specific controller
7. BAS Network or Architecture or Sequences do not require the system to be on an IP network
8. No systems that require integration to meters, VFDs or other smart equipment
9. Integration to smart thermostats is allowed

H. Input/Outputs
1. Inputs shall be 16-bit minimum digital resolution
2. Outputs shall be 10-bit minimum digital resolution
3. The following I/O port types shall be available on the controller
    a. Universal Input (software configurable):
        1) Digital Input choices:
            a) Pulse Accumulator
            b) Contact Closure Sensing
            c) Dry Contact/Potential Free inputs only

d) Digital Input (10 ms settling time)
e) Counter inputs up to 20 Hz, minimum pulse duration 20 ms (open or closed)

2) Analog Input Choices:
a) 0-10 Vdc
b) 4-20 mA
c) 1K Ni RTD @ 32°F (Siemens, JCI, DIN Ni 1K)
d) 1K Pt RTD (375 or 385 alpha) @ 32°F
e) 10K NTC Type 2 or Type 3 Thermistor
f) 100K NTC Type 2 Thermistor

b. Universal Input or Output (software configurable):
1) All of the above input types
2) Analog Output Types:
a) 0 to 10 Vdc @ 1 mA max

c. Super Universal Input or Output (software configurable):
1) All of the above input types
2) All of the above output types
3) Super digital output type:
a) 0 to 24 Vdc, 22 mA max. (for controlling pilot relay)
4) Super Analog Output Choices:
a) 0 to 20 mA @ 650 Ω max.

4. Provide software configurable I/O ports such that a programmer makes a port either an input or an output

I. Each System Level Control Panel shall, at a minimum, be provided with:
1. Appropriate NEMA rated metal enclosure.
2. A 32-bit, multi-tasking, real-time 100 MHz digital control microprocessor with plug-in, enclosed processors.
3. Each Advanced Application Controller shall have sufficient memory, a minimum of 24 megabyte, to support its own operating system and databases, including control processes, energy management applications, alarm management applications, historical/trend data for points specified, maintenance support applications, custom processes, and operator I/O.
4. Real time clock and battery
5. Data collection/ Data Trend module sized for 10,000 data samples.
6. Power supplies as required for all associated modules, sensors, actuators, etc.
7. Monitoring of all industry standard types of analog and digital inputs and outputs, without the addition of equipment to the primary control panel.
8. Local status indication for each digital input and output for constant, up-to-date verification of all point conditions without the need for an operator I/O device.
9. Each control panel shall perform diagnostics on all inputs and outputs and a failure of any input or output shall be indicated both locally and at the operator workstation.
10. Graduated intensity LEDs or analog indication of value for each analog output.

J. Power loss. In the event of the loss of power, there shall be an orderly shutdown of all controllers to prevent the loss of database or operating system software. Non-volatile memory shall be incorporated for the operating system software and firmware.
1. Controller shall be able to operate at 90% to 110% of nominal voltage rating and shall perform an orderly shutdown below 80% nominal voltage.
2. Brownout protection and power recovery circuitry protect the controller board from power fluctuations.
3. Battery backup shall be provided to support the real-time clock for 10 years
4. The program and database information stored SDRAM memory shall be battery backed for a minimum of 30 days and up to 60 days. This eliminates the need for time consuming program and database re-entry in the event of an extended power failure.

K. Database Restore: Each AAC controller shall automatically save the latest programmed database. The controller shall be able to automatically restore a lost or corrupt database without involvement from the operator.

L. Each System Level Control Panel shall continuously perform self-diagnostics on all hardware modules and network communications. The System Level Control Panel shall provide both local and remote annunciation of any detected component failures, low battery conditions or repeated failure to establish communication with any system.

M. Each Control Panel shall support firmware upgrades without the need to replace hardware.

N. System Level control panels shall provide at least two RS-232C serial data communication ports for operation of operator I/O devices such as operator terminals, and additional memory. Control panels shall allow temporary use of portable operator interface devices without interrupting the normal communications.

O. Immunity to noise.

1. Operation shall be protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W at 1 m (3 ft).
2. Isolation shall be provided at all primary network terminations, as well as all field point terminations to suppress induced voltage transients consistent with:
    a. RF-Conducted Immunity (RFCI) per ENV 50141 (IEC 1000-4-6) at 3V.
    b. Electro Static Discharge (ESD) Immunity per EN 61000-4-2 (IEC 1000-4-2) at 8 kV air discharge, 4 kV contact.
    c. Electrical Fast Transient (EFT) per EN 61000-4-4 (IEC 1000-4-4) at 500V signal, 1 kV power.
    d. Output Circuit Transients per UL 864 (2,400V, 10A, 1.2 Joule max).
3. Isolation shall be provided at all Advanced Application Controller's AC input terminals to suppress induced voltage transients consistent with:
    a. IEEE Standard 587 1980
    b. Voltage Sags, Surge, and Dropout per EN 61000-4-11 (EN 1000-4-11)

P. Agency Compliance

1. UL UL916 PAZX (all models)
2. UL916 PAZX7 (all models)
3. FCC Compliance CFR47 Part 15, Subpart B, Class B

Q. Spare Capacity: Provide enough inputs and outputs to handle the equipment shown to be "future" on drawings and 10% more of each point type. Provide all hardware modules, software modules, processors, power supplies, communication controllers, etc. required to ensure adding a point to the spare point location only requires the addition of the appropriate sensor/actuator and field wiring/tubing.

2.1.1.8 CONTROL PANELS

A. Controllers in mechanical rooms shall be mounted in NEMA 1 enclosures.

B. Controllers in areas where moisture is a concern shall be mounted in NEMA 12 enclosures.

C. Controllers installed outdoors shall be mounted in NEMA 4X enclosures. Provide heaters where freezing temperatures are normally experienced.

D. Mount on walls at an approved location or provide a free-standing rack.

E. Panels shall be constructed of 16-gauge, furniture-quality steel, or extruded-aluminum alloy, totally enclosed, with hinged doors and keyed lock and with ANSI 61 gray polyester-powder painted finish, UL listed. Provide common keying for all panels.

F. Provide power supplies for control voltage power.

G. Dedicate 1 power supply to the DDC controller. Other devices shall be on a separate power supply, unless the power for the control device is derived from the controller terminations.

H. Power supplies for controllers shall be a transformer with a fuse or circuit breaker. Power supplies for other devices can be plain transformers.

I. All power supplies for 24V low voltage wiring shall be class 2 rated and less than 100VA. If low voltage devices require more amps, then provide multiple power supplies. If a single device requires more amps, then provide a dedicated power supply in a separate enclosure and run a separate, non-class 2 conduit to the device.

J. Surge transient protection shall be incorporated in design of system to protect electrical components in all DDC Controllers and operator's workstations.

K. All devices in a panel shall be permanently mounted, including network switches, modems, media converters, etc.

L. Provide a pocket to hold documentation.

2.1.1.9 SENSORS

A. General
1. Provide mounting hardware for all devices, including actuator linkages, wells, installation kits for insertion devices, wall boxes and fudge plates, brackets, etc.
2. If a special tool is required to mount a device, provide that tool.

B. Terminal Unit Space Thermostats
1. Each controller performing space temperature control shall be provided with a matching room temperature sensor.
   a. Plain Space Temperature Sensors – Wired: Where called for in the sequences or on the drawings, provide sensors with plain covers.
   b. The sensing element for the space temperature sensor shall be thermistor type providing the following.
      1) Element Accuracy: + /- 1.0°F
      2) Operating Range: 55 to 95°F
      3) Set Point Adjustment Range: 55 to 95°F
      4) Calibration Adjustments: None required
      5) Installation: Up to 100 ft. from controller
      6) Auxiliary Communications Port: as required
      7) Local LCD Temperature Display: as required
      8) Setpoint Adjustment Dial as required
      9) Occupancy Override Switch as required
   c. Auxiliary Communication Port. Each room temperature sensor shall include a terminal jack integral to the sensor assembly. The terminal jack shall be used to connect a portable operator's terminal to control and monitor all hardware and software points associated with the controller. RS-232 communications port shall allow the operator to query and modify operating parameters of the local room terminal unit from the portable operator's terminal.

2. Digital Display temperature sensor specifications – Wired:
   a. As called for in the sequences of operations or on the drawings, provide temperature sensors with digital displays.
   b. The sensing element for the space temperature sensor must be IC-based and provide the following.
      1) Digitally communicating with the Application Specific Controller.
      2) Mountable to and fully covering a 2 x 4 electrical junction box without the need for an adapter wall plate.

3) IC Element Accuracy: +/- 0.9°F
4) Operating Range: 55 to 95°F
5) Setpoint Adjustment Range: User limiting, selectable range between 55 and 95°F
6) Display of temperature setpoint with numerical temperature values
7) Display of temperature setpoint graphically, with a visual Hotter/Colder setpoint indication
8) Calibration: Single point, field adjustable at the space sensor to +/- 5°F
9) Installation: Up to 100 ft. from controller
10) Auxiliary Communications Port: included
11) Local OLED Temperature Display: included
12) Display of Temperature to one decimal place
13) Temperature Setpoint Adjustment included
14) Occupancy Override Function included

c. Auxiliary Communication Port. Each room temperature sensor shall include a terminal jack integral to the sensor assembly. The terminal jack shall be used to connect a portable operator's terminal to control and monitor all hardware and software points associated with the controller. RS-232 communications port shall allow the operator to query and modify operating parameters of the local room terminal unit from the portable operator's terminal.

3. Provide the following options as they are called for in the sequences or on the drawings:
   a. Setpoint Adjustment. The setpoint adjustment function shall allow for modification of the temperature by the building operators. Setpoint adjustment may be locked out, overridden, or limited as to time or temperature through software by an authorized operator at any central workstation, Building Controller, room sensor two-line display, or via the portable operator's terminal.
   b. Override Switch. An override button shall initiate override of the night setback mode to normal (day) operation when activated by the occupant and enabled by building operators. The override shall be limited to two (2) hours (adjustable.) The override function may be locked out, overridden, or limited through software by an authorized operator at the operator interface, Building Controller, room sensor two-line display or via the portable operator's terminal.
   c. Space Combination Temperature and Humidity Sensors. Each controller performing space temperature control shall be provided with a matching room temperature sensor, which also includes the ability to measure humidity for either monitoring or control purposes. The combination temperature and humidity sensors shall have the same appearance as the space temperature sensors. Humidity elements shall measure relative humidity with a +/- 2% accuracy over the range of 10 to 90% relative humidity. Humidity element shall be an IC (integrated circuit) sensing element. Humidity sensing elements shall be removable and field replaceable if needed.

C. Temperature Sensors
1. All temperature sensors shall meet the following specifications:
   a. Accuracy: Plus, or minus 0.2 percent at calibration point.
   b. Wire: Twisted, shielded-pair cable.
   c. Vibration and corrosion resistant
2. Space temperature sensors shall meet the following specifications:
   a. 10k ohm type 2 thermistors
3. Insertion Elements in Ducts shall meet the following specifications:
   a. Single point 10k ohm thermistor
   b. Use where not affected by temperature stratification
   c. The sensor shall reach more that 1/3 the distance from the duct wall
   d. Junction box for wire splices
4. Averaging Elements in Ducts shall meet the following specifications:
   a. 72 inches (183 cm) long
   b. Flexible

c. Use where prone to temperature stratification, in front of coils, or where ducts are larger than 9 sq. ft.
d. Junction box for wire splices

5. Insertion Elements for Liquids shall meet the following specifications:
   a. Platinum RTD with 4-20mA transmitter
   b. Threaded mounting with matching well
   c. Brass well with minimum insertion length of 2-1/2 inches for pipes up to 4" diameter
   d. Brass well with insertion length of 6 inches for pipes up to 10" diameter
   e. Junction box for wire splices
6. Outside-Air Sensors Platinum RTD with 4-20mA transmitter:
   a. Watertight enclosure, shielded from direct sunlight
   b. Circulation fan
   c. Watertight conduit fitting

D. Where called for in the sequences of operations, provide the following feature on space sensors and thermostats:
1. Security Sensors: Stainless-steel cover plate with insulated back and security screws
2. Space sensors with setpoint adjust: Plain white plastic cover with slide potentiometer to signal a setpoint adjustment to the DDC
3. Space Sensors with LCD display:
   a. Operator buttons for adjusting setpoints, setting fans speeds and overriding unit to on/off
   b. Graphical LCD icons for signaling heating/cooling mode, fans speed, schedule mode, actual temperature and current setpoint

E. Humidity Sensors shall meet the following specifications:
1. Bulk polymer sensor element
2. Accuracy: 2 percent full range with linear output
3. Room Sensors: With locking cover matching room thermostats, span of 0 to 100 percent relative humidity
4. Duct and Outside-Air Sensors: With element guard and mounting plate, range of 0 to 100 percent relative humidity

F. Air Static Pressure Transmitter shall meet the following specifications:
1. Non-directional sensor with suitable range for expected input, and temperature compensated.
2. Accuracy: 2 percent of full scale with repeatability of 0.5 percent.
3. Output: 4 to 20 mA.
4. Building Static-Pressure Range: 0 to 0.25 inches wg.
5. Duct Static-Pressure Range: 0 to 5 inches wg.

G. Pressure Transmitters: Direct acting for gas, liquid, or steam service; range suitable for system; proportional output 4 to 20 mA.

H. Equipment operation sensors as follows:
1. Status Inputs for Fans: Differential-pressure switch with adjustable range of 0 to 5 inches wg.
2. Status Inputs for Pumps: Differential-pressure switch piped across pump with adjustable pressure-differential range of 8 to 60 psig.
3. Status Inputs for direct drive electric motors: Current-sensing relay with current transformers, adjustable and sized for 175 percent of rated motor current.
4. Status inputs for belt drive electric motors: Current sensing transmitter with linear 4-20mA output

I. Electronic Valve/Damper Position indication: Visual scale indicating percent of travel and 0 to 10 V dc, feedback signal.

J. Water-Flow Switches: Pressure-flow switches of bellows-actuated mercury or snap-acting type, with appropriate scale range and differential adjustment, with stainless-steel or bronze paddle. For chilled-water applications, provide vapor proof type.

K. Air Differential Pressure Switches: Diaphragm type air differential pressure switches with die cast aluminum housing, adjustable setpoint, minimum 5-amp switch rating at 120VAC, SPDT switches, and the switch pressure range shall be suited for the application. Provide Dwyer or equal. These switches shall be utilized for filter status.

L. Leak detectors: Provide spot leak detectors that can be secured to the floor or secured to a drain pan. The detection shall use a microchip controlled energized probes. The detector shall operate on 24Vor less. Provide a way to adjust the height of the leak probes. The SPDT contacts shall be inside a watertight enclosure.

2.1.1.10 ELECTRO-MECHANICAL THERMOSTATS

A. Fire-Protection Thermostats: UL listed with fixed or adjustable settings to operate at not less than 75 deg F above normal maximum operating temperature, with the following:
1. Reset: Automatic with control circuit arranged to require manual reset at central control panel, with pilot light and reset switch on panel labeled to indicate operation.

B. Electric Low-Limit Duct Thermostat: Snap-acting, single-pole, single-throw, manual- or automatic-reset switch that trips if temperature sensed across any 12 inches of bulb length is equal to or below set point. Setpoint shall be adjustable.
1. Bulb Length: Minimum 20 feet.
2. Quantity: One thermostat for every 20 sq. ft. of coil surface.

C. Electric space thermostats: Provide a charged element type stat with snap acting SPDT switch. The switch shall be rated for 16A or 1HP at 120V.

D. Aquastat: Provide a charged element type stat with snap acting SPDT switch. The switch shall be rated for 16A or 1HP at 120V.

2.1.1.11 AUTOMATIC CONTROL VALVES

A. General:
1. All automatic control valves shall be fully proportioning, unless specified otherwise. The valves shall be quiet in operation and fail-safe in either normally open or normally closed position in the event of control air failure. All valves shall be capable of operating at varying rates of speed to correspond to the exact dictates of the controllers and variable load requirements. The valves shall be capable of operating in sequence with other valves and/or dampers when required by the sequence of operation. All control valves shall be sized by the control vendor and shall be guaranteed to accommodate the flow rates as scheduled. All control valves shall be suitable for the pressure conditions and shall close against the differential pressures involved. Body pressure rating and connection type construction shall conform to fitting and valve schedules. Control valve operators shall be sized to close against a differential pressure equal to the design pump heads plus 10 percent.
2. Cold water, hot water and steam valves, throttling type, and bypass valves shall have equal percentage flow characteristics.
3. Unless otherwise specified, control valves 2 inches and smaller shall have cast iron or bronze bodies with screwed NPT connections.
4. Valves between 2-1/2 inch and 4 inches shall have cast iron bodies with flanged connections.
5. All automatic control valves installed exposed to the elements shall be provided with electric actuators with operating characteristics and accessories as described in herein. Coordinate with electrical contractor for power availability and point of connection.
6. All automatic control valves controlled by the BAS shall be furnished by the controls contractor unless noted otherwise in these documents.
7. All automatic control valves shall be installed by the mechanical trade.
8. The controls contractor shall provide wiring as follows:

a. All line voltage power for electric valve actuators shall be wired by the control's contractor from the nearest available power panel. Coordinate with electrical trade.
b. All wiring between the central control system (ATC/BMS) and the valve actuator shall be wired by the controls contractor.
c. All wiring between the valve actuator and their associated thermostats, pressure switches, control devices, etc. shall be wired by the control's contractor.
d. All wiring shall comply with code requirements. Segregate high and low voltage wiring & circuits and segregate the FAS and controls (BMS) terminals.

B. Characterized Ball Valves

1. All control valves shall be sized by the control vendor. All control valve bodies shall be suitable for the static and dynamic pressures of the system. Control valve operators shall be sized to close against a differential pressure equal to the design pump head plus 10 percent.
2. Body pressure rating and connection type construction shall conform to fitting and valve schedules.
   a. Design body pressure shall be determined by the adding the static pressure due to the height of the system plus the compression tank charge plus the maximum head of the system pump at cut off. Provide 10% design factor.
3. The valve seat differential pressure rating shall exceed the pump dynamic head design pressure.
4. All automatic control valves controlled by the BAS shall be furnished by the controls contractor unless otherwise noted in these documents.
5. All automatic control valves shall be installed by the mechanical trade.
6. The controls contractor shall provide wiring as follows:
   a. All line voltage power for electric valve actuators shall be wired by the control's contractor from the nearest available power panel. Coordinate with electrical trade.
   b. All low voltage wiring between the controller and the valve actuator shall be wired by the control's contractor.
   c. All wiring between safeties and the valve actuator shall be wired by the control's contractor.
   d. All wiring shall comply with code requirements. Segregate high and low voltage wiring and circuits and segregate the Fire Alarm (FACS) and BAS controls wiring.

C. Manufacturer

1. Basis of Design: Siemens 599 series valves bodies, SSD, SAX, SQV Actuators, Series 230, 231, 232, 233, 238, 239, 371, and 373 assemblies

D. Threaded Valves, line size ½" to 2"

1. Controlled Media Specific Items
   a. The control valve shall be suitable for chilled water to a minimum of 35°F (2°C) and hot water to a maximum temperature of 250°F (121°C). 3-way 1-1/2 inch and 2-inch valves shall be suitable for chilled water to a minimum of 35°F (2°C) and hot water to a maximum temperature of 230°F (110°C).
   b. The control valve shall be suitable for up to 50% ethylene or propylene glycol solutions, chilled glycol/water solutions to a minimum of 35°F (2°C) and hot glycol/water solutions to a maximum temperature of 250°F (121°C). 3-way 1-1/2 inch and 2-inch valves shall be suitable for up to 50% ethylene or propylene glycol solutions, chilled glycol/water solutions to a minimum of 35°F (2°C) and hot glycol/water solutions to a maximum temperature of 230°F (110°C).
2. General Construction Materials/Applicable Standards
   a. Control valve bodies shall be constructed of forged brass according to ASTM B283 (C37700, CuZn39Pb2 or equivalent), and shall meet requirements of ANSI 250 and 600WOG pressure classes.
   b. Inlets and outlets shall be clearly marked on the valve bodies.
   c. Valve ball shall consist of nickel-plated brass, chrome-plated brass or stainless steel.
   d. End connections shall be NPT internally threaded according to ANSI B1.20.1.
   e. The control valve flow rate (Cv) shall meet the requirements of ANSI/ISA S75.02.
   f. The control valve shall have an equal percentage flow characteristic, according to ANSI/ISA S75.11. A single glass filled PTFE V port insert shall provide both the ball seal and shall

establish the flow coefficient of the valve. The V port insert shall be retained by the valve body itself, not requiring additional retaining components. Flow coefficient adapters requiring a retainer clip or installed after final assembly of the valve or as inserts in the ball shall not be allowed.

g. 2-way valves and the A-AB path on 3-way valves shall meet the requirements of ANSI Class IV (0.01% of rated Cv) seat leakage, or better, according to ANSI/FCI 70.2, at the specified close-off pressure. Bypass path (B-AB) on 3-way valves shall meet the requirements of ANSI Class III (0.1% of rated Cv) seat leakage, or better, according to ANSI/FCI 70.2.
h. Chilled and Hot water valve shall have a blow-out proof stem with two EPDM (peroxide cured) O-rings. External stem retainers will not be allowed.
i. Valve stem shall be made of brass or stainless steel.
j. Valve shall have the ability to be manually operated in the event of a power failure.

E. Actuators - Electric

1. The valves shall be provided with an actuator by the same manufacturer, factory installed.
2. All actuators shall have visual position indication.
3. No external programming device shall be required.
4. Actuator shall be electric motor driving, microprocessor signal controlled.
5. Modulating valves shall be positive positioning, responding to a 0-10VDC, 2-10VDC or 4-20mA signal. Floating modulating signals are acceptable for modulation on terminal units and radiation units. There shall be a visual valve position indicator.
6. Power: All actuators shall be 24VAC power and less than 100VA draw. Power shall be via Class 2 wiring. Actuators requiring more than 100VA shall have a dedicated conduit for power wiring, not mixed with the signal wiring.
7. Fail Safe: Valves actuators shall position the valve in a fail-safe position when the power supply is disrupted, or the signal goes to 0. Fail-safe according to the following guidelines unless otherwise stated in the sequence of operations
   a. Power fail safe shall be via spring loaded mechanical means
   b. Any AHU hot water exposed to ventilation air shall fail open
   c. AHU Chilled water coils exposed to ventilation air in possible freezing conditions shall be fail open
   d. AHU Chilled water coils that are drained in winter months or are in climate zones without freezing conditions shall be fail-in-place
   e. Terminal unit valves shall fail-in-place
8. Fail in Safe valves on primary equipment such as chilled water systems, hot water systems and condenser water systems shall have a means to manually open the valve when power is not available, such as a hand wheel or a geared crank with a clutch.
9. The actuator shall be designed with a current limiting motor protection. A release button (clutch) or handle on the actuator shall be provided to allow for manual override (except when actuator is spring return type).
10. Actuator shall provide minimum torque required for proper valve close-off. The close-off differential pressure rating of the valve shall exceed the highest possible head pressure available at the pump plus 10%, and still be rated for a Class IV leakage.
11. The actuator shall have the capability of adding auxiliary switches or feedback potentiometer if specified.
12. All automatic control valves installed in locations exposed to the elements shall be provided with weather resistant housings and heaters for climates that reach below freezing.
13. Actuators shall be UL and CSA listed.

F. Hot Water / Condenser Water / Control Valves

1. Single-seated.
2. Fully proportioning with modulating plug or V-port inner valves.
3. Body pressure rating and connection type construction shall conform to fitting and valve schedules. The ANSI rating of the valve shall match the ANSI rating of the piping in which the valve is installed. Minimum ANSI rating shall be ANSI 125.
4. Stainless steel stems and trim.
5. Spring loaded Teflon packing

6. Quiet in operation.
7. Fail-safe in either normally open or normally closed position in the event of power failure.
8. Capable of operating in sequence with other valves and/or dampers when required by the sequence of operation.
9. Capable of operating at varying rates of speed to correspond to the exact dictates of the controller and variable load requirements.

G. Differential Pressure Control Valves:

1. Provide for all water systems where modulating water flow conditions are required to prevent excessive pump pressure build-up. Provide a valve for each closed loop water system. Valve to be globe type. Provide valves 2" and smaller with screwed end bodies and provide valves 2-1/2" and larger with flanged ends.

H. Steam Valves:

1. Steam control valves shall be of linear flow characteristics for modulating service.

2. Sizing Criteria:
   a. 15 psig or less; pressure drop 80% of inlet psig.
   b. 16 to 50 psig; pressure drop 50% of inlet psig.
   c. Over 50 psig; pressure drop as scheduled on plans.
   d. Steam valves shall fail normally open or closed, as scheduled on plans, or as follows:
      1) Heating coils in air handlers: normally open.
      2) Steam to hot water heat exchanger: normally closed.
      3) Other applications: as required by sequences of operation.

2.1.1.12 ELECTRONIC ACTUATOR SPECIFICATION

A. ELECTRONIC VALVE ACTUATORS

1. Actuator shall be fully modulating, floating (tri-state), two position, and/or spring return as indicated in the control sequences. Specified fail-safe actuators shall require mechanical spring return.
2. Modulating valves shall be positive positioning, responding to a 2-10VDC or 4-20mA signal. There shall be a visual valve position indicator.
3. The actuator shall have the capability of adding auxiliary switches or feedback potentiometer if specified.
4. Actuator shall provide minimum torque required for proper valve close-off. The actuator shall be designed with a current limiting motor protection. A release button (clutch) or handle on the actuator shall be provided to allow for manual override (except when actuator is spring return type).
5. Actuators shall be UL listed.

B. ELECTRONIC DAMPER ACTUATORS

1. Actuator shall be direct coupled (over the shaft), enabling it to be mounted directly to the damper shaft without the need for connecting linkage. The actuator-to-shaft clamp shall use a "V" bolt and "V" shaped, toothed cradle to attach to the damper shaft for maximum holding strength. Single bolt or set screw type fasteners are not acceptable.
2. Actuator shall have electronic overload or digital rotation sensing circuitry to prevent damage to the actuator throughout the rotation of the actuator. End switches to deactivate the actuator at the end of rotation or magnetic clutch are not acceptable.
3. For power-failure/safety applications, a mechanical, spring return mechanism shall be used.
4. Actuators with spring return mechanisms shall be capable of either clockwise or counterclockwise spring return operation by simply changing the mounting orientation.
5. Proportional actuators shall accept a 2-10VDC, 4-20mA signal, or be of the 2-point floating type and provide a 2-10VDC actuator position feedback signal.

6. All actuators shall have an external manual gear release (clutch) or manual crank to aid in installation and for allowing manual positioning when the actuator is not powered.
7. All actuators shall have an external direction of rotation switch to aid in installation and to allow proper control response.
8. Actuators shall be provided with a factory-mounted 3-foot electrical cable and conduit fitting to provide easy hook-up to an electrical junction box.
9. Actuators shall be listed under Underwriters Laboratories Standard 873 and Canadian Standards Association. They must be manufactured under ISO 9001.

PART 3 - EXECUTION

3.1.1.1 EXAMINATION

A. The project plans shall be thoroughly examined for control device and equipment locations. Any discrepancies, conflicts, or omissions shall be reported to the architect/engineer for resolution before rough-in work is started.

B. The contractor shall inspect the site to verify that equipment may be installed as shown. Any discrepancies, conflicts, or omissions shall be reported to the engineer for resolution before rough-in work is started.

C. The contractor shall examine the drawings and specifications for other parts of the work. If head room or space conditions appear inadequate—or if any discrepancies occur between the plans and the contractor's work and the plans and the work of others—the contractor shall report these discrepancies to the engineer and shall obtain written instructions for any changes necessary to accommodate the contractor's work with the work of others.

3.1.1.2 INSTALLATION

A. Provide all relays, switches, and all other auxiliaries, accessories and connections necessary to make a complete operable system in accordance with the sequences specified. All field wiring shall be by this contractor.

B. Install controls so that adjustments and calibrations can be readily made. Controls are to be installed by the control equipment manufacturer.

C. Mount surface-mounted control devices on brackets to clear the final finished surface on insulation.

D. Install equipment level and plumb.

E. Install control valves horizontally with the power unit up.

F. Unless otherwise noted, install wall mounted thermostats and humidistat 60" above the floor measured to the center line of the instrument, or as otherwise directed by the Architect.

G. Install averaging elements in ducts and plenums in horizontal crossing or zigzag pattern.

H. Install outdoor sensors in perforated tube and sunshield.

I. Install damper motors on outside of duct in protected areas, not in locations exposed to outdoor temperatures.

J. Install labels and nameplates on each control panel listing the name of the panel referenced in the graphics and a list of equipment numbers served by that panel.

K. Furnish hydronic instrument wells, valves, and other accessories to the mechanical contractor for installation.

L. Furnish automatic dampers to mechanical contractor for installation.

3.1.1.3 GRAPHIC DISPLAY GENERATION

A. All software shall be capable of providing color graphics. All software shall include a graphical viewing and control environment and definition and construction of dynamic color graphic displays.

B. Provide a main default screen showing the basic layout of the building. Each color graphic screen shall have transfer links to allow the building operator to transfer between system associated screens (both forward and backward), as well as a transfer link back to the main default screen.

C. Basic CAD floor plans with layers for walls, windows, low pressure ductwork only, supply diffusers and room numbers shall be provided for all CV, VAV, and FPVAV terminal units. Floor plans shall show the location of each space temperature sensor with a dashed line to the associated terminal unit. Display in real time the difference between the space temperature and the current setpoint.

1. Display the
   a. cooling %,
   b. heating % (if applicable)
   c. current CFM of each terminal unit.
2. Provide a transfer link for each terminal unit to allow the operator to access the flow graphic for each individual terminal unit. Use a different color to shade the background area for each part of a floor plan graphic served by a different air handling unit.

D. All control set points shall be easily adjustable from the system's color graphic screen by operators with the proper access level. Each controlled point on the BAS operator workstation color graphic screens shall have the set point indicated along with the actual controlled variable reading (preferred set point on top and actual reading on bottom). All points shall indicate the associated engineering unit. All analog outputs points shall indicate engineering units such as "%-open" or "%-closed" as required by the application. All normally-closed or normally-open points shall indicate the normal position (such as "N.C." or "N.O." next to the controlled device).

E. Provide system color graphics for each HVAC system and for each electrical, plumbing and/or piping system that is monitored and/or controlled by the BMS. Provide scaled floor plans indicating equipment location, service, and system data as required.

F. Provide color graphic floor plan displays and system schematics for each piece of mechanical equipment, including but not limited to air handling units, chilled water systems and hot water systems to optimize system performance analysis and speed alarm recognition.

G. The operator interface shall allow users to access the various system schematics and floor plans via a graphical penetration scheme, menu selection or text-based commands.

H. Dynamic temperature values, humidity values, flow values and status indication shall be shown in their actual respective locations and shall automatically update to represent current conditions without operator intervention.

I. The windowing environment of the operator interface shall allow the user to simultaneously view several graphics at a time to analyze total building operation or to allow the display of a graphic associated with an alarm to be viewed without interrupting work in progress.

1. Provide libraries of pre-engineered screens and symbols depicting standard air handling unit components (e.g., fans, cooling coils, filters, dampers, etc.), complete mechanical systems (e.g., constant volume-terminal reheat, VAV, etc.) and electrical symbols.
2. Graphical displays can be created to represent any logical grouping of system points or calculated data based upon building function, mechanical system, building layout or any other logical grouping of points which aids the operator in the analysis of the facility.

J. Provide an automatically updated, dynamic display of the site-specific BMS architecture indicating the status of primary and secondary controllers.

K. Provide a separate dynamic display page of each HVAC (AHU, AC, chiller, cooling tower, fuel oil, etc.), electrical, and/or plumbing system connected to the BMS.

L. Provide a separate dynamic display page of each piece of terminal equipment (VAV box, fan coil unit, etc.) connected to the BMS.

M. Provide an additional dynamic, graphic display pages as required by the operating staff to further assist in daily system operations.

N. Graphics shall incorporate all system integration points communicated via hardware or software gateways and/or interfaces. Origin of information shall be transparent to the operator and shall be controlled, displayed, trended, etc. as if the points were hardwired to the BMS.

O. Each graphic shall have a “BACK” button and a “HOME” or “MAIN” button located in the same location on all graphics.

P. The operator shall be able to clearly distinguish the difference between the following types of points on a graphic either by color, shape, icon or text label:
1. Real-time sensor reading
2. Setpoint
3. Manually set vs. program set Setpoint
4. Real-time output reading
5. Manually Overridden or commanded output vs program set output
6. Status feedback from a piece of equipment vs the output command

Q. Make appear links to additional information associated with the system on the graphic, such as:
   a. Controls as-built schematics and wiring diagrams
   b. As-built Sequence of Operation
   c. Mechanical drawings
   d. Electrical drawings

R. Integration graphics shall be representative of personnel standing in front of equipment. The graphics for equipment specified in the Building Systems Integration paragraph shall be representative of the manufacturers’ local display panel and each shall be completely operable from the computer workstation.

3.1.1.4 ELECTRICAL WIRING SCOPE

A. This contractor shall be responsible for power that is not shown on the electrical drawings, to controls furnished by this contractor. If power circuits are shown on the electrical drawings, this contractor shall continue the power run to the control device. If power circuits are not shown, this contractor shall coordinate with the electrical contractor to provide breakers at distribution panels for power to controls. This contractor is then responsible for power from the distribution panel.
1. Coordinate panel locations. If enclosures for panels are shown on the electrical drawings, furnish the enclosures according to the electrician’s installation schedule.

B. This contractor shall not be responsible for power to control panels and control devices that are furnished by others, unless it is part of the control interlock wiring.

C. Refer to Coordination section for what devices this contractor is responsible to mount and which are turned over to others to mount.

D. This contractor shall be responsible for wiring of any control device that is furnished as part of this section of specification.

E. Interlock wiring shall be run in separate conduits from BAS associated wiring.

F. Provide network wiring for equipment that is called to be integrated to the BAS.

3.1.1.5 ELECTRICAL WIRING AND CONNECTION INSTALLATION

A. All low voltage control wiring shall be class 2. Control wiring that is not class 2 shall be run in separate conduits from class 2 wiring.

B. Floor level network wiring between terminal units can be combined with thermostat and other low voltage wiring in the same conduit. All other network wiring shall be in dedicated conduits.

C. Install raceways, boxes, and cabinets according to Division 26 Section "Raceways and Boxes."

D. Install building wire and cable according to Division 26 Section "Conductors and Cables."

E. Installation shall meet the following requirements:
1. Conceal cable and conduit, except in mechanical rooms and areas where other conduit and piping are exposed.
2. Install exposed cable in raceway or conduit.
3. Install concealed cable using plenum rated cable.
4. Bundle and harness multiconductor instrument cable in place of single cables where several cables follow a common path.
5. Fasten flexible conductors, bridging cabinets and doors, along hinge side; protect against abrasion. Tie and support conductors.
6. Number-code or color-code conductors for future identification and service of control system, except local individual room control cables.
7. All wiring in lab areas shall be in conduit.
8. All unsupported risers shall be rigid steel conduit. Supported risers shall be EMT.

F. Rigid conduit shall be steel, hot dip galvanized, threaded with couplings, ¾ inch minimum size, manufactured in accordance with ANSI C-80-1. Electrical metallic tubing (EMT) with compression fittings or intermediate metallic conduit (IMC) may be used as conduit or raceway where permitted by the NEC.

G. Concealed control conduit and wiring shall be provided in all spaces except in the Mechanical Equipment Rooms and in unfinished spaces. Install in parallel banks with all changes in directions made at 90-degree angles.

H. Install conduit adjacent to machine to allow service and maintenance.

I. Connect manual-reset limit controls independent of manual-control switch positions. Automatic duct heater resets may be connected in interlock circuit of power controllers.

J. Connect hand-off-auto selector switches to override automatic interlock controls when switch is in hand position.

K. Ground equipment.

3.1.1.6 COMMUNICATION WIRING

A. All cabling shall be installed in a neat and workmanlike manner. Follow manufacturer's installation recommendations for all communication cabling.

B. Do not install communication wiring in raceway and enclosures containing Class 1 wiring.

C. Maximum pulling, tension, and bend radius for cable installation, as specified by the cable manufacturer, shall not be exceeded during installation.

D. Contractor shall verify the integrity of the entire network following the cable installation. Use appropriate test measures for each particular cable.

E. Cable bundling:

1. RS485 cabling run open air in accessible areas can be bundled with other class 2 low voltage cabling.
2. RS485 cabling run between terminal units in conduits above ceilings or under floors or in inaccessible areas can be bundled with other class 2 low voltage cabling.
3. RS485 cabling run between floors shall be in a communication only conduit.
4. RS485 conduit run long distances between utility rooms or between buildings shall be in a communication only conduit.
5. Ethernet cabling shall be in a communication only conduit.
6. Ethernet and RS485 can be run together.
7. Fiber optics can be run with Ethernet and RS485 cabling as long as the conduit is bent to fiber optic standards and junction boxes are sized for fiber optic use.

F. RS485 Cabling

1. RS485 cabling shall be used for BACnet MS/TP networks.
2. RS485 shall use low capacitance, 20-24 gauge, twisted shielded pair.
3. The shields shall be tied together at each device.
4. The shield shall be grounded at one end only and capped at the other end.
5. Provide end of line (EOL) termination devices at each end of the RS485 network or subnetwork run, to match the impedance of the cable, 100 to 120ohm.

G. Ethernet Cabling

1. Ethernet shall not be run with any Class 1 or low voltage Class 2 wiring.
2. CAT6, unshielded twisted pair (UTP) cable shall be used for BAS Ethernet.
3. Solid wire shall be used for long runs, between mechanical rooms and between floors. Stranded cable can be used for patch cables and between panels in the same mechanical room up to 50 feet away.
4. When the BAS Ethernet connects to an Owner's network switch, document the port number on the BAS As-builts.

H. Fiber-Optic Cabling

1. Maximum pulling tensions as specified by the cable manufacturer shall not be exceeded during installation. Post-installation residual cable tension shall be within cable manufacturer's specifications.
2. All cabling and associated components shall be installed in accordance with manufacturers' instructions. Minimum cable and unjacketed fiber bend radii, as specified by cable manufacturer, shall be maintained.
3. All terminations shall to be made into a patch panel, designed for such use. Free air terminations with patch panels are prohibited.

I. When a cable enters or exits a building, a lightning arrestor must be installed between the lines and ground. The lighting arrestor shall be installed according to the manufacturer's instructions.

J. All runs of communication wiring shall be unspliced length when that length is commercially available.

K. All communication wiring shall be labeled to indicate origination and destination data.

L. Grounding of coaxial cable shall be in accordance with NEC regulations article on "Communications Circuits, Cable, and Protector Grounding."

3.1.1.7 IDENTIFICATION

A. Permanent warning labels shall be affixed to all equipment that can be automatically started by the DDC system.
1. Labels shall use white lettering (12-point type or larger) on a red background.
2. Warning labels shall read as follows: C A U T I O N This equipment is operating under automatic control and may start or stop at any time without warning. Switch disconnect to "Off" position before servicing.

B. Permanent warning labels shall be affixed to all motor starters and all control panels that are connected to multiple power sources utilizing separate disconnects.
1. Labels shall use white lettering (12-point type or larger) on a red background.
2. Warning labels shall read as follows: C A U T I O N This equipment is fed from more than one power source with separate disconnects. Disconnect all power sources before servicing.

C. Control Equipment and Device labeling:
1. Labels and tags shall match the unique identifiers shown on the as-built drawings.
2. All Enclosures shall be labeled to match the as-built drawing by either control panel name or the names of the DDC controllers inside.
3. All sensors and actuators not in occupied areas shall be tagged.
4. Airflow measurement arrays shall be tagged to show flow rate range for signal output range, duct size, and pitot tube AFMS flow coefficient.
5. Duct static pressure taps shall be tagged at the location of the pressure tap.
6. Each device inside enclosures shall be tagged.
7. Terminal equipment need only have a tag for the unique terminal number, not for each device. Match the unique number on:
    a. First, the design drawings, or
    b. Second, the control as-builts, or
    c. Third, the DDC addressing scheme
8. Tags on the terminal units shall be displayed on the Operator Workstation Graphics.

D. Tags shall be mechanically printed on permanent adhesive backed labeling strips, 12-point height minimum.

E. Manufacturers' nameplates and UL or CSA labels are to be visible and legible after equipment is installed.

F. Identification of Wires
1. Tag each wire with a common identifier on each end of the wire, such as in the control panel and at the device termination.
2. Tag each network wire with a common identifier on each end.
3. Tag each 120V power source with the panel and breaker number it is fed by.

G. Identification of Conduits:
1. Identify the low voltage conduit runs as BAS conduit, power feeds not included.

2. Identify each electric box, junction box, utility box and wiring tray with a blue paint mark or blue permanent adhesive sticker.
3. For conduit runs that run more than 8 ft between junction boxes in 1 room, place a blue identifier at least every 8 feet.
4. Place a blue identifier on each side of where a conduit passed through a wall or other inaccessible path.
5. Identify all BAS communication conduits the same as above.

3.1.1.8 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including piping and electrical connections. Report results in writing.
1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation. Remove malfunctioning units, replace with new units, and retest.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment, and retest.
3. Calibration test controllers by disconnecting input sensors and stimulating operation with compatible signal generator.

B. Engage a factory-authorized service representative to perform startup service.

C. Replace damaged or malfunctioning controls and equipment.
1. Start, test, and adjust control systems.
2. Demonstrate compliance with requirements, including calibration and testing, and control sequences.
3. Adjust, calibrate, and fine tune circuits and equipment to achieve sequence of operation specified.

3.1.1.9 SYSTEM CHECKOUT AND STARTUP

A. Inspect each termination in the MER control panels and devices to make sure all wires are connected according to the wiring diagrams and all termination are tight.

B. After the controls devices and panels are installed and power is available to the controls, perform a static checkout of all the points, including the following:
1. Inspect the setup and reading on each temperature sensor against a thermometer to verify its accuracy.
2. Inspect the setup and reading on each humidity sensor against a hygrometer to verify its accuracy.
3. Inspect the reading on each CO2 sensor using a calibration kit to verify the sensor range accuracy matches the DDC setup.
4. Inspect the reading of each status switch to verify the DDC reads the open and close correctly.
5. Command each relay to open and close to verify its operation.
6. Command each 2-position damper actuator to open and close to verify operation.
7. Command each 2-position valve to open and close to verify operation.
8. Ramp each modulating actuator to 0%, 25%, 50%, 75% and 100% to verify its operation.
9. Ramp each modulating output signal, such as a VFD speed, to verify its operation.
10. Test each safety device with a real-life simulation, for instance check low temperature detectors with ice water, water detectors with water, etc.

C. Document that each point was verified and operating correctly. Correct each failed point before proceeding to the dynamic startup.

D. Verify that each DDC controller communicates on its respective network correctly.

E. After all of the points are verified, and power is available to the mechanical system, coordinate a startup of each system with the mechanical contractor. Include the following tests:
1. Start systems from DDC.
2. Verify that each setpoint can be met by the system.
3. Change setpoints and verify system response.
4. Change sensor readings to verify system response.
5. Test safety shutdowns.
6. Verify time delays.
7. Verify mode changes.
8. Adjust filter switches and current switches for proper reactions.
9. Adjust proportional bands and integration times to stabilize control loops.

F. Perform all program changes and debugging of the system for a fully operational system.

G. Verify that all graphics at the operator workstations correspond to the systems as installed. Verify that the points on the screens appear and react properly. Verify that all adjustable setpoints and manual commands operate from the operator workstations.

H. After the sequence of operation is verified, setup the trends that are listed in the sequence of operations for logging and archiving for the commissioning procedure.

3.1.1.10 SYSTEM COMMISSIONING, DEMONSTRATION AND TURNOVER

A. The BAS Contractor shall prepare and submit for approval a complete acceptance test procedure including submittal data relevant to point index, functions, sequence, inter-locks, and associated parameters, and other pertinent information for the operating system. Prior to acceptance of the BAS by the Owner and Engineer, the BAS contractor shall completely test the BAS using the approved test procedure.

B. After the BAS contractor has completed the tests and certified the BAS is 100% complete, the Engineer shall be requested, in writing, to approve the satisfactory operation of the system, sub-systems and accessories. The BAS contractor shall submit Maintenance and Operating manuals at this time for approval. An acceptance test in the presence of the Engineer and Owner's representative shall be performed. The Owner will then shake down the system for a fixed period of time (30 days).

C. The BAS contractor shall fix punch list items within 30 days of acceptance.

D. When the system performance is deemed satisfactory in whole or in part by these observers, the system parts will be accepted for beneficial use and placed under warranty.

3.1.1.11 TRAINING

A. During System commissioning and at such time as acceptable performance of the Building Automation System hardware and software has been established, the BAS contractor shall provide on-site operator instruction to the owner's operating personnel. Operator instruction during normal working hours shall be performed by a competent building automation contractor representative familiar with the Building Automation System's software, hardware and accessories.

B. At a time mutually agreed upon, during System commissioning as stated above, the BAS contractor shall provide (2) Desigo CC Training Courses hosted by Siemens Industry Inc., on the operation of all BAS equipment. Describe its intended use with respect to the programmed functions specified. Operator orientation of the automation system shall include, but not be limited to:
1. Explanation of drawings and operator’s maintenance manuals.
2. Walk-through of the job to locate all control components.

3. Operator workstation and peripherals.
4. DDC Controller and ASC operation/sequence.
5. Operator control functions including scheduling, alarming, and trending.
6. Explanation of adjustment, calibration and replacement procedures.

C. Additional 8-hours of training shall be given after the 30-day shakedown period.

D. Since the Owner may require personnel to have more comprehensive understanding of the hardware and software, additional training must be available from the Contractor. If the Owner requires such training, it will be contracted at a later date. Provide description of available local and factory customer training. Provide costs associated with performing training at an off-site classroom facility and detail what is included in the manufacturer's standard pricing such as transportation, meals, etc.

END OF 23 09 00

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.

[Fillable bond forms may be downloaded from the Bureau of Real Estate Management website.]

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 same date as that of the bid due date.

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.

[Fillable bond forms may be downloaded from the Bureau of Real Estate Management website.]

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.

[Fillable bond forms may be downloaded from the Bureau of Real Estate Management website.]

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.

[Fillable bond forms may be downloaded from the Bureau of Real Estate Management website.]

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 oblige for all outlay and expense with said oblige 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.

[Fillable bond forms may be downloaded from the Bureau of Real Estate Management website.]

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.

[Fillable bond forms may be downloaded from the Bureau of Real Estate Management website.]