PROJECT MANUAL

Replace Rooftop HVAC and Refurbish Emergency Generator
Missouri Lottery Headquarters Bldg.
Jefferson City, Missouri

DESIGNED BY: Siebeneck Engineering, LLC
8115 Deer Haven Court
Jefferson City, MO 65101

DATE ISSUED: June 5, 2020
PROJECT NO.: N2001-01

FOR: State of Missouri
Office of Administration
Division of Facilities Management,
Design and Construction
SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: N2001-01

THE FOLLOWING DESIGN PROFESSIONALS HAVE SIGNED AND SEALED THE ORIGINAL PLANS AND SPECIFICATIONS FOR THIS PROJECT, WHICH ARE ON FILE WITH THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION:

Tracie L. Siebeneck, P.E.
Siebeneck Engineering
8115 Deer Haven Court
Jefferson City, MO 65101
(573) 353-7115

Discipline: MEP Engineer
License No.: PE-2013019114
Expires: December 31, 2021

Professional Engineering Corporation
License No.: PE-2016021605
Expires: December 31, 2020
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SECTION 000115 – LIST OF DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section provides a comprehensive list of the drawings that comprise the Bid Documents for this project.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 LIST OF DRAWINGS

A. The following list of drawings is a part of the Bid Documents:

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SECTION 001116 - INVITATION FOR BID

1.0 OWNER:
A. The State of Missouri
   Office of Administration,
   Division of Facilities Management, Design and Construction
   Jefferson City, Missouri

2.0 PROJECT TITLE AND NUMBER:
A. Replace Rooftop HVAC & Refurbish Emergency Generator
   Missouri Lottery Headquarters
   Jefferson City, Missouri
   Project No.: N2001-01

3.0 BIDS WILL BE RECEIVED:
A. Until: 1:30 PM, August 27, 2020
B. Only electronic bids on MissouriBUYS shall be accepted: https://missouribuys.mo.gov. Bidder must be registered to bid.

4.0 DESCRIPTION:
A. Scope: The project includes the refurbishing of the emergency generator, replacing an automatic transfer switch, five rooftop units, and adding 10 variable air volume terminals, and controls for new HVAC Equipment.
B. Estimate: $183,000.00 through $252,000.00
C. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, & SDVE 3%
   NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.
D. **NOTE: Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 PRE-BID MEETING:
A. Place/Time: 1:00 P.M.; August 10, 2020; Missouri Lottery Headquarters, 1823 Southridge Drive, Jefferson City, Missouri.
B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:
A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of $30 from American Document Solutions (ADS).
   MAKE CHECKS PAYABLE TO: American Document Solutions. Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, https://www.adsplanroom.net. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. Bidder must secure at least one bid set to become a planholder.
B. Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.
C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction’s web site: https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

7.0 POINT OF CONTACT:
A. Designer: Siebneck Engineering, LLC; Tracie Siebeneck, phone # 573-353-7115, fax # 573-353-7115
B. Project Manager: Chris Lloyd, phone # 573-526-0160, fax # 573-751-7277

8.0 GENERAL INFORMATION:
A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.
B. Bid results will be available at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans after it is verified that at least one bid is awardable and affordable.
Very Important MissouriBUYs Instructions to Help Submit a Bid Correctly

A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYs eProcurement System. No hard copy bids shall be accepted. Go to https://missouribuys.mo.gov and register. The bidder must register before access is granted to the solicitation details and bidding is possible, however, the bidder can review a summary of the project by selecting “Bid Board” and then checking off “Open” under “Status” and “OA-FMDC-Contracts Chapter 8” under “Organization” in the boxes shown on the left margin.

B. Once registered, log in.
2. Under “Filter by Agency” select “OA-FMDC-Contracts Chapter 8.”
4. Above the dark blue bar, select “Other Active Opportunities.”
5. To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information.

C. Here are simplified instructions for uploading the bid to MissouriBUYs:
1. Find the solicitation by completing Steps 1 through 4 above.
2. Select the three dots under “Actions.” Select “Add New Response.”
3. When the Quote box opens, give the response a title and select “OK.”
4. The detailed solicitation will open. Select “Check All” for the Original Solicitation Documents, open each document, and select “Accept.” If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select “Add Attachments.” If you do not see this command, not all documents have been opened and accepted.
5. The Supplier Attachments box will open. Select “Add Attachment” again.
6. The Upload Documents box will open. Read the instructions for uploading. Disregard the “Confidential” check box.
7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select “Upload.” The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
8. When the Supplier Attachments box opens again and uploading is complete, select “Done.” A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select “Submit.”
9. The detailed solicitation will open. At the bottom select “Close.”

D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.

E. If you want to verify that you are uploading documents correctly, we encourage you to submit a fake bid early. Label the fake bid as such to distinguish it from the real bid. The contracts person you contact will let you know if your “bid” was received successfully. Please Kelly Copeland: 573-522-2283, kelly.copeland@oa.mo.gov, Paul Girouard: 573-751-4797, paul.girouard@oa.mo.gov; OR Mandy Roberson at # 573-522-0074, Mandy.Roberson@oa.mo.gov.

F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an “inactive” message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: cathy.holliday@oa.mo.gov.
IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

A. SECTION 002113 – INSTRUCTIONS TO BIDDERS: Article 14.0, Section D1:

As of July 1, 2020, all MBE, WBE, and MBE/WBE contractors, subcontractors, and suppliers must be certified by the State of Missouri, Office of Equal Opportunity. No certifications from other Missouri certifying agencies will be accepted.
SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

A. If awarded a contract, the Bidder’s employees, and the employees of all subcontractors, who perform the work on the project, will be required to undergo a fingerprint background check and obtain a State of Missouri identification badge prior to beginning work on site. The Bidder should review the information regarding this requirement in Section 013513 – Site Security and Health Requirements prior to submitting a bid.

B. The Bidder’s prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work. THIS PROJECT IS NOT TAX EXEMPT.

2.0 - BID DOCUMENTS

A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.

B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division’s web site - https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

3.0 - BIDDERS' OBLIGATIONS

A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

4.0 - INTERPRETATIONS

A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

B. Approval for an “acceptable substitution” issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.

C. An “acceptable substitution” requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.

D. A request for “Acceptable Substitutions” shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City, Missouri 65102.

5.0 - BIDS AND BIDDING PROCEDURE

A. Bidders shall submit all submission forms and accompanying documents listed in SECTION 004113 – BID FORM, Article 5.0, ATTACHMENTS TO BID by the stated time or their bid will be rejected for being non-responsive.
Depending on the specific project requirements, the following is a GENERIC list of all possible bid forms that may be due with bid submittals and times when they may be due. Please check for specific project requirements on the proposal form (Section 004113). Not all of the following bid forms may be required to be submitted.

**Bid Submittal – due before stated date and time of bid opening (see IFB):**

- 004113 Bid Form (all pages are always required)
- 004322 Unit Prices Form
- 004336 Proposed Subcontractors Form
- 004337 MBE/WBE/SDVE Compliance Evaluation Form
- 004338 MBE/WBE/SDVE Eligibility Determination for Joint Ventures
- 004339 MBE/WBE/SDVE GFE Determination
- 004340 SDVE Business Form
- 004541 Affidavit of Work Authorization

B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.

C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within ten (10) working days after such tender.

D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

### 6.0 - SIGNING OF BIDS

A. A bid from an individual shall be signed as noted on the Bid Form.

B. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.

C. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.

D. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder’s name on the bid form should appear as shown in the Secretary of State’s records.

F. The Bidder should include its corporate license number on the Bid Form and, if the corporation is organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached to the bid form.
7.0 - RECEIVING BID SUBMITTALS

A. It is the bidder’s sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.

B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (https://www.missouribuys.mo.gov/) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.

C. To respond to an Invitation for Bid, the Bidder must first register with MissouriBUYS by going through the MissouriBUYS Home Page (https://www.missouribuys.mo.gov/), clicking the “Register” button at the top of the page, and completing the Vendor Registration. Once registered, the Bidder accesses its account by clicking the “Login” button at the top of the MissouriBUYS Home Page. Enter your USERID and PASSWORD, which the Bidder will select. Under Solicitations, select “View Current Solicitations.” A new screen will open. Under “Filter by Agency” select “OA-FMDC-Contracts Chapter 8.” Under “Filter by Opp. No.” type in the State Project Number. Select “Submit.” Above the dark blue bar, select “Other Active Opportunities.” To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information. The Bidder must read and accept the Original Solicitation Documents and complete all identified requirements. The Bidder should download and save all of the Original Solicitation Documents on its computer so that the Bidder can prepare its response to these documents. The Bidder should upload its completed response to the downloaded documents as an attachment to the electronic solicitation response.

D. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are provided in Section 001116 – Invitation For Bid.

E. The Bidder shall submit its bid on the forms provided by the Owner on MissouriBUYS with each space fully and properly completed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner may reject bids that are not on the Owner’s forms or that do not contain all requested information.

F. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor’s bid to rejection.

G. The completed forms shall be without interlineations, alterations or erasures.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.

B. The Bidder shall modify his or her original bid by submitting a revised bid on MissouriBUYS.
partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.

D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.

E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.

F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.

G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.

H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.

J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of $5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at https://www.uscis.gov/e-verify/. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

10.0 - CONTRACT SECURITY

A. The successful bidder shall furnish a performance/payment bond as set forth in General Conditions Article 6.1 on a condition prior to the State executing the contract and issuing a notice to proceed.

11.0 - LIST OF SUBCONTRACTORS

A. If required by “Section 004113 – Bid Form,” each bidder must submit as part of their bid a list of subcontractors to be used in performing the work (Section 004336). The list must specify the name of the single designated subcontractor, for each category of work listed in “Section 004336 - Proposed Subcontractors Form.” If work within a category will be performed by more than one subcontractor, the bidder must provide the name of each subcontractor and specify the exact portion of the work to be done by each. Failure to list the Bidder’s firm, or a subcontractor for each category of work identified on the Bid Form or the listing of more than one subcontractor for any category without designating the portion of work to be performed by each shall be cause for rejection of the bid. If the bidder intends to perform any of the designated subcontract work with the use of his own employees, the bidder shall make that fact clear, by listing his own firm for the subject category. If any category of work is left vacant, the bid shall be rejected.

12.0 - WORKING DAYS

A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

A. By signing the bid form and submitting a bid on this project, the Bidder certifies that it will use American and Missouri products as set forth in Article 1.7 of the General Conditions. Bidders are advised to review those requirements carefully prior to bidding.

B. A preference shall be given to Missouri firms, corporations or individuals, or firms, corporations or individuals that maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

C. Pursuant to Section 34.076, RSMo, a contractor or Bidder domiciled outside the boundaries of the State of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or Bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or Bidder to succeed over the bidding contractor or Bidder domiciled outside Missouri on a like contract or bid being let in the person's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the domiciliary state of that contractor or Bidder.

14.0 - MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

1. “MBE” means a Minority Business Enterprise.

2. “MINORITY” has the same meaning as set forth in 1 C.S.R. 10-17.010.

3. “MINORITY BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


5. “WOMEN’S BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


7. “SERVICE-DISABLED VETERAN” has the same meaning as set forth in section 34.074, RSMo.

8. “SERVICE-DISABLED VETERAN ENTERPRISE” has the same meaning as “Service-Disabled Veteran Business” set forth in section 34.074, RSMo.

B. MBE/WBE/SDVE General Requirements:

1. For all bids greater than $100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be non-responsive, and its bid shall be rejected.

2. The Bidder should submit with its bid all of the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all appropriate
MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.

3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder’s proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) Working Days of receiving the request for clarification.

4. Pursuant to section 34.074, RSMo, a Bidder that is a SDVE doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive bidder’s bid. Based on this calculation, if the eligible SDVE’s evaluation is less than the apparent low responsive bidder’s bid, the eligible SDVE’s bid becomes the apparent low responsive bid. This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service Disabled Veteran Business Form, and any information required by the form. The form is available on the MissouriBUYS solicitation for this project.

C. Computation of MBE/WBE/SDVE Goal Participation:

1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: A MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) In order for the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.

2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.

3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.

4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder’s MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.

5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.

6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials.

Cl. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.
2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)’s online MBE/WBE directory (https://apps1.mo.gov/oeo/). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management’s online SDVE directory (http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information) or the Department of Veterans Affairs’ directory (https://www.vip.vetbiz.gov/).

3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.

2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
   a. The amount of actual participation obtained;
   b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
   c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
   d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
   e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
   f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
   g. The Bidder’s stated reasons for rejecting any bids;

3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.

F. Contractor MBE/WBE/SDVE Obligations

1. If awarded a contract, the Bidder will be contractually required to subcontract with or obtain materials from the MBE, WBE, and SDVE firms listed in its bid, in amounts equal to or greater than the dollar amount bid, unless the amount is modified in writing by the Owner.

2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor’s bid, the Contractor must satisfactorily explain to the Director why it cannot comply
with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:

a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or

b. Declaring the Contractor be non-responsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.

3. If the Contractor replaces an MBE, WBE, or SDVE during the course of this contract, the Contractor shall replace it with another MBE, WBE, or SDVE or make a good faith effort to do so. All MBE, WBE and SDVE substitutions must be approved by the Director.

4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, or SDVE during the preceding month and the cumulative total of work completed by each MBE, WBE or SDVE to date with each monthly application for payment. The Contractor shall also make a final report, which shall include the total dollar-value of work completed by each MBE, WBE, and SDVE during the entire contract.
The MBE/WBE Directory for goods and services is maintained by the Office of Equal Opportunity (OEO). The current Directory can be accessed at the following web address:

[https://apps1.mo.gov/MWBCertifiedFirms/](https://apps1.mo.gov/MWBCertifiedFirms/)

Please note that you may search by MBE, WBE, or both as well as by region, location of the business by city or state, as well as by commodity or service.

The SERVICE DISABLED VETERAN ENTERPRISE (SDVE) Directory (s) may be accessed at the following web addresses:

[https://oa.mo.gov/sites/default/files/sdvelisting.pdf](https://oa.mo.gov/sites/default/files/sdvelisting.pdf)

[https://www.vip.vetbiz.va.gov](https://www.vip.vetbiz.va.gov)
THIS AGREEMENT, made (DATE) by and between:

**Contractor Name and Address**
hereinafter called the "Contractor,"

and the **State of Missouri**, hereinafter called the "Owner", represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the **Department of Revenue, Missouri Lottery**.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

**ARTICLE 1. STATEMENT OF WORK**
The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the plans and specifications for the proper execution of the work for:

**Project Name:** Replace Rooftop Units & Emergency Generator
**Missouri Lottery Headquarters**
**Jefferson City, Missouri**

Project Number: N2001-01

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

**ARTICLE 2. TIME OF COMPLETION**
The contract performance time is 140 working days from the transmittal date of this agreement. The contract completion date is MONTH, DAY, YEAR. This time includes ten (10) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the ten (10) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

**ARTICLE 3. LIQUIDATED DAMAGES**
Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum of $500** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.
ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds the sum of:

Base Bid:   $

TOTAL CONTRACT AMOUNT:  ($CONTRACT AMOUNT)

UNIT PRICES:  The Owner accepts the following Unit Prices: NOT APPLICABLE

ARTICLE 5. PREVAILING WAGE RATE

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

ARTICLE 6. MINORITY/WOMEN/SERVICE DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The Contractor has been granted a waiver of the 10% MBE and 10% WBE and 3% SDVE participation goals. The Contractor agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows: (OR)

The Contractor has met the MBE/WBE/SDVE participation goals and agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows:

MBE/WBE/SDVE Firm: Subcontract Amt:$
MBE/WBE/SDVE Firm: Subcontract Amt:$
MBE/WBE/SDVE Firm: Subcontract Amt:

Total  $

MBE/WBE/SDVE assignments identified above shall not be changed without a Contract Change signed by the Owner.

The Director of the Division of Facilities Management, Design and Construction or his Designee shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE/SDVE firms listed above when such disputes impact the subcontract amounts shown above.
ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Division 0, with executed forms
2. Division 1
3. Executed Construction Contract Form
4. The Drawings
5. The Technical Specifications
6. Addenda
7. Contractor's Proposal as accepted by the Owner

By signature below, the parties hereby execute this contract document.

APPROVED:

Mark Hill, P.E., Director
Division of Facilities Management,
Design and Construction

Contractor’s Authorized Signature

DELETE IF PRIVATE OR PARTNERSHIP

I, Corporate Secretary, certify that I am Secretary of the corporation named above and that (CONTRACTOR NAME), who signed said contract on behalf of the corporation, was then (TITLE) of said corporation and that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary
First being duly sworn on oath states: that

he/she is the □ sole proprietor □ partner □ officer or □ manager or managing member of

NAME

a □ sole proprietorship □ partnership □ limited liability company (LLC)

or □ corporation, and as such, said proprietor, partner, or officer is duly authorized to make this

affidavit on behalf of said sole proprietorship, partnership, or corporation; that under the contract known as

PROJECT TITLE

Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action

requirements as set forth in Article 1.4 of the General Conditions of the State of Missouri have been met.

PRINT NAME & SIGNATURE

DATE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER SEAL

STATE OF

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)
SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we ____________________________________________________
as principal, and ___________________________________________________________________________________
as Surety, are held and firmly bound unto the

STATE OF MISSOURI. in the sum of ____________________________ Dollars ($ )

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the _______________________________, 20_____, enter into a contract with the State of Missouri for

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________

(Insert Project Title and Number)

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and
agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the State of
Missouri, with or without notice to the Surety and during the life of any guaranty required under the contract; and shall also faithfully
perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said
contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payment for materials
incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, both
compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or
otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the
locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work
(exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Labor and
Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized
modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and
of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently
do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as
specified in or by the terms of said contract, and with the time therein named, then this obligation shall be valid and binding upon each
of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man,
laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the State of Missouri, to the use
of any such person.
AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this _______________ day of ________________, 20 ___.

AS APPLICABLE:

AN INDIVIDUAL

Name: ______________________________________
Signature: ____________________________________

A PARTNERSHIP

Name of Partner: _____________________________________
Signature of Partner: _____________________________________

Name of Partner: _____________________________________
Signature of Partner: _____________________________________

CORPORATION

Firm Name: ______________________________________
Signature of President: _____________________________________

SURETY

Surety Name: ______________________________________
Attorney-in-Fact: ______________________________________
Address of Attorney-in-Fact: ______________________________________

Telephone Number of Attorney-in-Fact: ______________________________________
Signature Attorney-in-Fact: ______________________________________

NOTE: Surety shall attach Power of Attorney
STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

PRODUCT SUBSTITUTION REQUEST

CHECK APPROPRIATE BOX

☐ SUBSTITUTION PRIOR TO BID OPENING
(Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)

☐ SUBSTITUTION FOLLOWING AWARD
(Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

FROM:  BIDDER/CONTRACTOR (PRINT COMPANY NAME)
TO:  ARCHITECT/ENGINEER (PRINT COMPANY NAME)

Bidder/Contractor hereby requests acceptance of the following product or systems as a substitution in accordance with provisions of Division One of the Bidding Documents:

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

☐ Product data for proposed substitution is attached (include description of product, standards, performance, and test data)

☐ Sample  ☐ Sample will be sent, if requested

QUALITY COMPARISON

<table>
<thead>
<tr>
<th>SPECIFIED PRODUCT</th>
<th>SUBSTITUTION REQUEST</th>
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<tbody>
<tr>
<td>NAME, BRAND</td>
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<td>CATALOG NO.</td>
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<td>MANUFACTURER</td>
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<td>VENDOR</td>
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PREVIOUS INSTALLATIONS

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<thead>
<tr>
<th>PROJECT</th>
<th>ARCHITECT/ENGINEER</th>
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<tbody>
<tr>
<td>LOCATION</td>
<td>DATE INSTALLED</td>
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SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
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__________________________________________________________________________
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SECTION 006325 – SUBSTITUTION REQUEST
07/16
### REASON FOR SUBSTITUTION


### DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

<table>
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<tr>
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<th>YES</th>
<th>NO</th>
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IF YES, EXPLAIN


### SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK

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### BIDDER'S/CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:

We have investigated the proposed substitution. We believe that it is equal or superior in all respects to specified product, except as stated above; that it will provide the same Warranty as specified product; that we have included complete implications of the substitution; that we will pay redesign and other costs caused by the substitution which subsequently become apparent; and that we will pay costs to modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning as a result of the substitution.

BIDDER/CONTRACTOR

DATE

### REVIEW AND ACTION

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<th>Resubmit Substitution Request with the following additional information:</th>
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<th>Substitution is accepted.</th>
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<th>Substitution is accepted with the following comments:</th>
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<th>Substitution is not accepted.</th>
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ARCHITECT/ENGINEER

DATE
KNOW ALL MEN BY THESE PRESENT THAT: hereinafter called “Subcontractor” who heretofore entered into an agreement with hereinafter called “Contractor”, for the performance of work and/or furnishing of material for the construction of the project entitled

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

for the State of Missouri (Owner) which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor.

DOES HEREBY:

1. ACKNOWLEDGE that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.

2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.

1. REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been **paid in full** all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents
**MBE/WBE/SDVE Progress Report**

**Submit with All Invoices: (Please check appropriate box below)**

- [ ] Consultant
- [x] Construction

---

**Project Title**

**Project Location**

**Firm**

**Total Contract Amount**

$ 

**The percentage and dollar amount of this project that are to be MBE/WBE/SDVE as indicated in the original contract:**

- MBE: % and $ 
- WBE: % and $ 
- SDVE: % and $ 

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<td>Item of Work</td>
<td>Total Amount of Subcontract</td>
<td>$ Amount &amp; % Complete (Paid-to-Date)</td>
<td>Consultant/Subconsultant or Contractor/Subcontractor/Supplier Name, Address, Contact, and Phone Number</td>
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**Original:** Attach to ALL Progress and Final Payments
Before me, the undersigned Notary Public, in and for the County of ____________________________
State of ____________________________ personally came and appeared ____________________________

(NAME) of the ____________________________

(POSITION) (NAME OF THE COMPANY)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements and with Wage Determination No: ____________________________ issued by the Department of Labor and Industrial Relations, State of Missouri on the _____ day of ________ 20__ in carrying out the contract and working in connection with ____________________________

(NAME OF PROJECT)

Located at ____________________________ in ____________________________ County

(NAME OF THE INSTITUTION)

Missouri, and completed on the _______ day of ________ 20__

SIGNATURE

NOTARY INFORMATION

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<th>COUNTY (OR CITY OF ST. LOUIS)</th>
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<td>NOTARY PUBLIC SIGNATURE</td>
<td>MY COMMISSION EXPIRES</td>
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FILE: Closeout Documents
GENERAL CONDITIONS

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   1.2. Drawings and Specifications
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   1.5. Anti-Kickback
   1.6. Patents and Royalties
   1.7. Preference for American and Missouri Products and Services
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SECTION 007213 - GENERAL CONDITIONS

A. These General Conditions apply to each section of these specifications. The Contractor is subject to the provisions contained herein.

B. The General Conditions are intended to define the relationship of the Owner, the Designer and the Contractor thereby establishing certain rules and provisions governing the operation and performance of the work so that the work may be performed in a safe, orderly, expeditious and workmanlike manner.

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

A. As used in these contract documents, the following terms shall have the meanings and refer to the parties designated in these definitions.

1. "COMMISSIONER": The Commissioner of the Office of Administration.

2. “CONSTRUCTION DOCUMENTS”: The “Construction Documents” shall consist of the Project Manual, Drawings and Addenda.

3. "CONSTRUCTION REPRESENTATIVE": Whenever the term “Construction Representative” is used, it shall mean the Owner’s Representative at the work site.

4. "CONTRACTOR": Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.

5. "DESIGNER": When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his duly authorized representative. The Designer may be either a consultant or state employee.

6. "DIRECTOR": Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction or his Designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.


8. “INCIDENTAL JOB BURDENS”: Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.

9. "JOINT VENTURE": An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

10. "OWNER": Whenever the term “Owner” is used, it shall mean the State of Missouri.

11. “PROJECT”: Wherever the term “Project” is used, it shall mean the work required to be completed by the construction contract.


13. "SUBCONTRACTOR": Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.

14. "WORK": Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.


ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

A. In case of discrepancy between drawings and specifications, specifications shall govern. Should discrepancies in architectural drawings, structural drawings and mechanical drawings occur, architectural drawings shall govern and, in case of
B. Specifications are separated into titled divisions for convenience of reference only and to facilitate letting of contracts and subcontracts. The Contractor is responsible for establishing the scope of work for subcontractors, which may cross titled divisions. Neither the Owner nor Designer will establish limits and jurisdiction of subcontracts.

C. Figured dimensions take precedence over scaled measurements and details over smaller scale general drawings. In the event of conflict between any of the documents contained within the contract, the documents shall take precedence and be controlling in the following sequence: addenda, supplementary general conditions, general conditions, division 1 specifications, technical division specifications, drawings, bid form and instructions to bidders.

D. Anything shown on drawings and not mentioned in these specifications or vice versa, as well as any incidental work which is obviously necessary to complete the project within the limits established by the drawings and specifications, although not shown on or described therein, shall be performed by the Contractor at no additional cost as a part of his contract.

E. Upon encountering conditions differing materially from those indicated in the contract documents, the Contractor shall promptly notify the Designer and Construction Representative in writing before such conditions are disturbed. The Designer shall promptly investigate said conditions and report to the Owner, with a recommended course of action. If conditions do materially differ and cause an increase or decrease in contract cost or time required for completion of any portion of the work, a contract change will be initiated as outlined in Article 4 of these General Conditions.

E. Only work included in the contract documents is authorized, and the Contractor shall do no work other than that described therein or in accordance with appropriately authorized and approved contract changes.

ARTICLE 1.3 - COMPLIANCE WITH LAWS, PERMITS, REGULATIONS AND INSPECTIONS

A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes (other than licensing of trades), and other like ordinances are not applicable to construction on Owner’s property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision, authority, obtain construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.

B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.

C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.

D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.

E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

A. The Contractor and his subcontractors will not discriminate against individuals based on race, color, religion, national origin, sex, disability, or
age, but may use restrictions which relate to bona
fide occupational qualifications. Specifically, the
Contractor and his subcontractors shall not
discriminate:

1. Against recipients of service on the basis of
   race, color, religion, national origin, sex,
   disability or age.

2. Against any employee or applicant, for
   employment on the basis of race, color,
   religion, national origin, sex or otherwise
   qualified disability status.

3. Against any applicant for employment or
   employee on the basis of age, where such
   applicant or employee is between ages 40 and
   70 and where such Contractor employs at least
   20 persons.

4. Against any applicant for employment or
   employee on the basis of that person's status as
   a disabled or Vietnam-era veteran.

The Contractor and his Subcontractors will take
affirmative action to insure applicants for
employment and employees are treated equally
without regard to race, color, religion, national
origin, sex, disability, or age. Such action shall
include, but not be limited to, the following:
employment, upgrading, demotion and transfer;
recruitment or recruitment advertising; and
selection for training, including apprenticeship.
The Contractor and his Subcontractors will give
written notice of their commitments under this
clause to any labor union with which they have
bargaining or other agreements.

B. The Contractor and his Subcontractors shall
develop, implement, maintain and submit in
writing to the Owner an affirmative action program
if at least fifty (50) persons in the aggregate are
employed under this contract. If less than fifty
(50) persons in the aggregate are to be employed
under this contract, the Contractor shall submit, in
lieu of the written affirmative action program, a
properly executed Affidavit for Affirmative Action
in the form included in the contract specifications.
For the purpose of this section, an "affirmative
action program" means positive action to influence
all employment practices (including, but not
limited to, recruiting, hiring, promoting and
training) in providing equal employment
opportunity regardless of race, color, sex, national
origin, religion, age (where the person affected is
between age 40 and 70), disabled and Vietnam-era
veteran status, and disability. Such "affirmative
action program" shall include:

1. A written policy statement committing the
total organization to affirmative action and
assigning management responsibilities and
procedures for evaluation and dissemination;

2. The identification of a person designated to
handle affirmative action;

3. The establishment of non-discriminatory
selection standards, objective measures to
analyze recruitment, an upward mobility
system, a wage and salary structure, and
standards applicable to lay-off, recall,
discharge, demotion and discipline;

4. The exclusion of discrimination from all
collective bargaining agreements; and

5. Performance of an internal audit of the
reporting system to monitor execution and to
provide for future planning.

In the enforcement of this non-discrimination
clause, the Owner may use any reasonable
procedures available, including, but not limited to:
requests, reports, site visits and inspection of
relevant documents of contractors and
subcontractors.

C. In the event of the Contractor's or his
subcontractor's noncompliance with any provisions
of this Article of the Contract, the Owner may
cancel this contract in whole or in part or require
the Contractor to terminate his contract with the
subcontractor.

ARTICLE 1.5 - ANTI-KICKBACK

A. No employee of the division, shall have or acquire
any pecuniary interest, whether direct or indirect,
in this contract or in any part hereof. No officer,
employee, designer, attorney, or administrator of or
for the Owner who is authorized in such capacity
and on behalf of the Owner to exercise any
legislative, executive, supervisory or other similar
functions in connection with the construction of the
project, shall have or acquire any pecuniary
interest, whether direct or indirect, in this contract,
any material supply contract, subcontract,
insurance contract, or any other contract pertaining
to the project.

ARTICLE 1.6 - PATENTS AND ROYALTIES

A. The Contractor shall hold and save the Owner and
its officers, agents, servants and employees
harmless from liabilities of any nature or kind,
including cost and expenses, for, or on account of,
any patented or unpatented invention, process,
article or appliance manufactured or used in the
performance of this contract, including its use by
the Owner; unless otherwise specifically stipulated
in the contract documents.

B. If the Contractor uses any design, device or
materials covered by letters, patent or copyright,
the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.

B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the non-domiciliary state.

C. In accordance with the Missouri Domestic Products Procurement Act Section 34.350 RSMo and Cumulative Supplements any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the contract requirements, or if obtaining the specified products manufactured, assembled or produced in the United States would increase the cost of this contract for purchase of the product by more than ten percent.

ARTICLE 1.8 - COMMUNICATIONS

A. All notices, requests, instructions, approvals and claims must be in writing and shall be delivered to the Designer and copied to the Construction Representative for the project except as required by Article 1.12 Disputes and Disagreements, or as otherwise specified by the Owner in writing as stated in Section 012600. Any such notice shall be deemed to have been given as of the time of actual receipt.

B. The Contractor shall attend on-site progress and coordination meetings, as scheduled by the Construction Representative, no less than once a month.

C. The Contractor shall ensure that major subcontractors and suppliers shall attend monthly progress meetings as necessary to coordinate the work, and as specifically requested by the Construction Representative.

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner’s Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner’s Representative at no additional cost to the Owner.

C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.

D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall
coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.

E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.

F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT
A. No assignment by Contractor of any amount or any part of this contract or of the funds to be received there under will be recognized unless such assignment has had the written approval of the Director and the surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor of this contract and to claims or liens for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

ARTICLE 1.11 - INDEMNIFICATION
A. Contractor agrees to indemnify and save harmless Owner and its respective commissioners, officers, officials, agents, consultants and employees and Designer, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Contractor, any subcontractors, agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Owner or Designer, its agents, servants or employees, in defense of any claim, action or suit.

B. The obligations of the Contractor under this paragraph shall not extend to the liability of the Designer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, contract changes, design or specifications, or (2) giving of or the failure to give directions or instructions by the Designer, his agents or employees as required by this contract documents provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 1.12 - DISPUTES AND DISAGreements
A. It is hereby expressly agreed and understood that in case any controversy or difference of opinion arises during construction, best efforts will be given to resolution at the field level. Should those efforts be unsuccessful, the Contractor has the right to appeal in writing, the decision of the Director’s Designee to the Director at Room 730 Truman Building, P.O. Box 809, Jefferson City, Missouri 65102. The decision of the Director shall be final and binding on all parties.

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES
A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.

B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.

C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice. The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.

D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility
F. The Owner shall have the right to direct the Contractor to uncover any completed work.

1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.

2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.

G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.

H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.

I. If in the Owner’s judgment it becomes necessary at any time to accelerate work, when ordered by the Owner in writing, the Contractor shall redirect resources to such work items and execute such portions of the work as may be required to complete the work within the current approved contract schedule.

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

A. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Designer is equal in all respects to that named. Standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner and Designer that they are equal in design, strength, durability, usefulness and convenience for the purpose intended.

B. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those specified shall be properly made at the expense of the Contractor requesting the substitution or change.

C. The Contractor shall submit a request for such substitutions in writing to the Owner and Designer within twenty (20) working days after the date of the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.

D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 002113 - INSTRUCTIONS TO BIDDERS.

E. When a material has been approved, no change in brand or make will be permitted unless:

1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or

2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

A. The Contractor’s submittals must be submitted with such promptness as to allow for review and approval so as not to cause delay in the work. The Contractor shall coordinate preparation and processing of submittals with performance of construction activities.

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

Submit four (4) copies to the Designer and additional copies as required for the subcontractors and material suppliers. Also provide copies to meet the requirements for maintenance manuals.

B. All subcontractors’ shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and schedules submitted without this evidence will be returned to the Contractor for resubmission.

C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.
D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:

1. It is in the best interest of the Owner
2. It does not increase the contract sum and/or completion time
3. It does not deviate from the design intent
4. It is without prejudice to any and all rights under the surety bond.

E. No extension of time will be granted because of the Contractor's failure to submit shop drawings and schedules in ample time to allow for review, possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction.

F. The Contractor shall maintain a complete file on-site of approved shop drawings available for use by the Construction Representative.

ARTICLE 3.3 – AS-BUILT DRAWINGS

A. The Contractor shall update a complete set of the construction drawings, shop drawings and schedules of all work monthly by marking changes, and at the completion of their work (prior to submission of request for final payment) note all changes and turn the set over to the Construction Representative. The updates shall show all addenda, all field changes that were made to adapt to field conditions, changes resulting from contract changes or supplemental instructions, and all locations of structures, buried installations of piping, conduit, and utility services. All buried and concealed items both inside and outside shall be accurately located as to depth and referenced to permanent features such as interior or exterior wall faces and dimensions shall be given in a neat and legible manner in a contrasting colored pencil or ink. If approved by the Designer, an electronic file format may be provided.

ARTICLE 3.4 – GUARANTY AND WARRANTIES

A. General Guaranty

1. Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.

2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.

3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.

4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. Extended Warranty

Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year. Where a longer period is offered at no additional cost or called for in the specific equipment specifications, the longer period shall govern.

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

A. Immediately after equipment submittals are approved and no later than ten (10) working days prior to the substantial completion inspection, the Contractor shall provide to the Designer three (3)
copies of operating instructions and service manuals, containing the following:

1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer’s printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.

2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.

3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.

4. Service Instructions: Provide the following information for all pieces of equipment.
   a. Recommended spare parts including catalog number and name of local supplier or factory representative.
   b. Belt sizes, types, and lengths.
   c. Wiring diagrams.

5. Manufacturer’s Certificate of Warranty as described in Article 3.4.

6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.

B. Submission of operating instructions shall be done in the following manner.

1. Manuals shall be in quadruplicate, and all materials shall be bound into volumes of standard 8½” x 11” hard binders. Large drawings too bulky to be folded into 8½” x 11” shall be separately bound or folded and in envelopes, cross referenced and indexed with the manuals.

2. The manuals shall identify project name, project number, and include the name and address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.

3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.

4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.

B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.

D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.

F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.

G. The Contractor must notify the Construction Representative at least one working day before
H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.

I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.

K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.

L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.

M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.

N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.

O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.

P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.

Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.

R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.

S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.

T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.

U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation
or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.

V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.

W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

ARTICLE 3.7 -- SUBCONTRACTS

A. Subcontractor assignments as identified in the bid form shall not be changed without written approval of the Owner. The Owner will not approve changes of a listed subcontractor unless the Contractor documents, to the satisfaction of the Owner that the subcontractor cannot or will not perform the work as specified.

B. The Contractor is fully responsible to the Owner for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them.

C. Every subcontractor shall be bound by the applicable terms and provisions of these contract documents, but no contractual relationship shall exist between any subcontractor and the Owner unless the right of the Contractor to proceed with the work is suspended or this contract is terminated as herein provided, and the Owner in writing elects to assume the subcontract.

D. The Contractor shall upon receipt of "Notice to Proceed" and prior to submission of the first payment request, notify the Designer and Construction Representative in writing of the names of any subcontractors to be used in addition to those identified in the bid form and all major material suppliers proposed for all parts of the work.

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

A. The Construction Representative, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.

B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.

C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:

1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.

2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.

3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.

D. Overhead and Profit on Contract Changes shall be applied as follows:

1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools, warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.

2. The percentages for overhead and profit charged on Contract Changes shall be negotiated, and may vary according to the nature, extent, and complexity of the work.
involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 14%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 3% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty percent (20%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.

3. The Contractor will be allowed to add the cost of bonding and insurance to their cost of work. This bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.

4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.

5. The percentage for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). If the percentage for overhead and profit charged for work added by Contract Changes for this contract has been negotiated to less than 10%, the negotiated rate shall then apply to credits as well.

E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.

F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner's Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.

G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner's Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:

1. The contractor documents that proposed changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR

2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR

3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.

B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:

1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR

2. Labor strikes or acts of God occur, OR

3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.

C. No time extension or compensation will be provided for delays caused by or within the control of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.

D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and
evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner’s Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by the Contractor of any claim. Requests for extensions of time shall be for working days only.

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:

1. Contract;
2. Performance/payment bond as described in Article 6.1;
3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.

Above referenced items must be received by the Owner within ten (10) working days after the effective date of the contract. If not received, the Owner may treat the failure to timely submit them as a refusal by the Contractor to accept a contract for this work and may retain as liquidated damages the Contractor's bid bond, cashier's check or certified check as provided in the Instructions to Bidders. Upon receipt the Owner will issue a “Notice to Proceed” with the work to the Contractor.

B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.

C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction's "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.

ARTICLE 5.2 -- PROJECT CONSTRUCTION

A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 013200 - Schedules.

B. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any worker, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

ARTICLE 5.3 -- PROJECT COMPLETION

A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.

1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
   a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the “Contractor’s Punch.”
   b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
   c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working days notice before the inspection shall be performed.

2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be
If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer’s and Owner’s costs of re-inspection, including time and travel.

B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner’s best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.

C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor’s estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.

D. Liquidated Damages. Contractor agrees that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in this contract for each work day after the Contract Completion Date on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.

E. Early Completion. The Contractor has the right to finish the work before the contract completion date; however, the Owner assumes no liability for any hindrances to the Contractor unless Owner caused delays result in a time extension to the contract completion date. The Contractor shall not be entitled to any claims for lost efficiencies or for delay if a Certificate of Substantial Completion is given on or before the Contract Completion Date.

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

A. Payments on account of this contract will be made monthly in proportion to the work which has been completed. Request for payment must be submitted on the Owner’s forms. No other pay request will be processed. Supporting breakdowns must be in the same format as Owner’s forms and must provide the same level of detail. The Designer will, within 5 working days from receipt of the contractor’s request for payment either issue a Certificate for Payment to the Owner, for such amount as the Designer determines is properly due, or notify the Contractor in writing of reasons for withholding a Certificate. The Owner shall make
payment within 30 calendar days after the "Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:

1. Updated construction schedule
2. Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project

B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.

C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.

D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:

1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
2. Delivery is made in accordance with the time frame on the approved schedule.
3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.
4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.

E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:

1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
2. Materials stored in one location off site are valued in excess of $25,000.
3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft, conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
4. The materials are stored in a facility approved and inspected, by the Construction Representative.
5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.

F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or items. The cost of corrective action(s) shall be borne by the Contractor.
2. A reasonable doubt that this contract can be completed for the unpaid balance.
3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
4. Failure of the Contractor to update the construction schedule.
When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.

**H. Final Payment:** Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.

1. Where the specifications provide for the performance by the Contractor of certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial. Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.

2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
   a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.
   b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor
   c) Certified copies of all payrolls
   d) As-built drawings

3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney’s fee.

4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.

5. The value of all unused unit price allowances and/or 150% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

**ARTICLE 6 -- INSURANCE AND BONDS**

**ARTICLE 6.1 -- BOND**

A. Contractor shall furnish a performance/payment bond in an amount equal to 100% of the contract price to guarantee faithful performance of the contract and 100% of the contract price to guarantee the payment of all persons performing labor on the project and furnishing materials in connection therewith under this contract as set forth in the standard form of performance and payment bond included in the contract documents. The surety on such bond shall be issued by a surety company authorized by the Missouri Department of Insurance to do business in the state of Missouri.

B. All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.

**ARTICLE 6.2 -- INSURANCE**

A. The successful Contractor shall procure and maintain for the duration of the contract issued a policy or policies of insurance for the protection of both the Contractor and the Owner and their respective officers, officials, agents, consultants and employees. The Owner requires certification of insurance coverage from the Contractor prior to commencing work.

B. Minimum Scope and Extent of Coverage
1. General Liability

Commercial General Liability, ISO coverage form number or equivalent CG 00 01 ("occurrence" basis), or I-SO coverage form number CG 00 02, or ISO equivalent.

If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows:
- Premises/Operations; Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.

2. Automobile Liability

Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".

3. Workers' Compensation and Employer's Liability

Statutory Workers' Compensation Insurance for Missouri and standard Employer's Liability Insurance, or the authorization to self-insure for such liability from the Missouri Division of Workers’ Compensation.

4. Builder's Risk or Installation Floater Insurance

Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad "All Risk" form, including coverage for Flood and Earthquake, in an amount not less than the replacement cost of the work or this contract price, whichever is greater, with loss payable to Contractor and Owner as their respective interests may appear.

Contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses, and shall furnish Owner copies of all endorsements. If Builder's Risk Reporting- Form of Endorsement is used, Contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of Contractor's failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost, Contractor's interest in the proceeds of such insurance, if any, shall be subordinated to Owner's interest to the end that Owner may receive full reimbursement for its loss.

C. Minimum Limits of Insurance

1. General Liability

   Contractor
   - $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage
   - $2,000,000 annual aggregate

2. Automobile Liability

   - $2,000,000 combined single limit per occurrence for bodily injury and property damage

3. Workers' Compensation and Employers Liability

   - Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of $1,000,000 limit per accident for Employer's Liability.
   - General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.

D. Deductibles and Self-Insured Retentions

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions, as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

E. Other Insurance Provisions and Requirements

The respective insurance policies and coverage, as specified below, must contain, or be endorsed to contain the following conditions or provisions:

1. General Liability

   The Owner, and its respective commissioners, officers, officials, agents, consultants and employees shall be endorsed as additional insured's by ISO form CG 20 26 Additional
Insured - Designated Person or Organization. As additional insured’s, they shall be covered as to work performed by or on behalf of the Contractor or as to liability which arises out of Contractor's activities or resulting from the performance of services or the delivery of goods called for by the Contract.

Contractor's insurance coverage shall be primary with respect to all additional insured’s. Insurance of self-insurance programs maintained by the designated additional -insured’s shall be excess of the Contractor's insurance and shall not contribute with it.

Additionally, the Contractor and Contractor's general liability insurer shall agree to waive all rights of subrogation against the Owner and any of their respective officers, officials, agents, consultants or employees for claims, losses, or expenses which arise out of Contractor's activities or result from the performance of services or the delivery of goods called for by the Contract.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the Owner, or for any of its officers, officials, agents, consultants or employees.

3. Workers' Compensation/Employer's Liability

Contractor's workers' compensation insurance shall be endorsed with NCCI form WC 00 03 01 A - Alternative Employer Endorsement. The Alternative Employer Endorsement shall designate the Owner as "alternate employers."

4. All Coverages

Each insurance policy required by this section of the Contract shall contain a stipulation, endorsed if necessary, that the Owner will receive a minimum of a thirty (30) calendar day advance notice of any policy cancellation. Ten (10) calendar days advance notice is required for policy cancellation due to non-payment of premium.

F. Insurer Qualifications and Acceptability

Insurance required hereunder shall be issued by an A.M. Best, “B+” rated, Class IX insurance company approved to conduct insurance business in the state of Missouri.

G. Verification of Insurance Coverage

Prior to Owner issuing a Notice to Proceed, the Contractor shall furnish the Owner with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by the Owner are subject to review and approval by the Owner. The Owner reserves the right to require certified copies of all required policies at any time. If the scope of this contract will exceed one (1) year - or, if any of Contractor's applicable insurance coverage expires prior to completion of the work or services required under this contract - the Contractor will provide a renewal or replacement certificate before continuing work or services hereunder. If the Contractor fails to provide documentation of required insurance coverage, the Owner may issue a stop work order and no additional contract completion time and/or compensation shall be granted as a result thereof.
ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS
A. When conditions at the site of the proposed work are considered by the Owner to be unsatisfactory for prosecution of the work, the Contractor may be ordered in writing to suspend the work or any part thereof until reasonable conditions exist. When such suspension is not due to fault or negligence of the Contractor, time allowed for completion of such suspended work will be extended by a period of time equal to that lost due to delay occasioned by ordered suspension. This will be a no cost time extension.

ARTICLE 7.2 - FOR CAUSE
A. Termination or Suspension for Cause:
   1. If the Contractor shall file for bankruptcy, or should make a general assignment for the benefit of the creditors, or if a receiver should be appointed on account of insolvency, or if the contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this contract, then the Owner may serve notice on the Contractor and the surety setting forth the violations and demanding compliance with this contract. Unless within ten (10) consecutive calendar days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the Owner may suspend the Contractor’s right to proceed with the work or terminate this contract.
   2. In the event the Owner suspends Contractor’s right to proceed with the work or terminates the contract, the Owner may demand that the Contractor’s surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety’s failure or refusal to do so within ten (10) consecutive calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.

B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.

C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.

D. In exercising Owner’s right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner’s sole discretion as to the manner, methods and reasonableness of costs of completing the work.

E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.

F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

ARTICLE 7.3 -- FOR CONVENIENCE
A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner’s convenience. Notification of a termination or suspension shall be in writing and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.

B. Upon receipt of notification, the Contractor shall:
1. Cease operations when directed.
2. Take actions to protect the work and any stored materials.
3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.
4. Terminate all existing subcontracts, rentals, material, and equipment orders.
5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.
6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.
SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:
A. These Supplementary General Conditions clarify, add, delete, or otherwise modify standard terms and conditions of DIVISION 0, BIDDING AND CONTRACTING REQUIREMENTS.

2.0 CONTACTS:
- **Designer:** Tracie Siebeneck
  - Siebeneck Engineering, LLC
  - 8115 Deer Haven Court, JC MO 65101
  - Telephone: 573-353-7115 Fax: 573-353-7115
  - Email: siebengineer@gmail.com

- **Construction Representative:** Joe Sanning
  - Division of Facilities Management, Design and Construction
  - 709 Missouri Boulevard (Upper Level)
  - Jefferson City, MO 65109
  - Telephone: # 573-751-6517; Fax: 573-522-6517
  - Email: Joe.Sanning@oa.mo.gov

- **Project Manager:** Chris Lloyd
  - Division of Facilities Management, Design and Construction
  - 301 West High Street, Room 730
  - Jefferson City, Missouri 65102
  - Telephone: # 573-526-0160; Fax: 573-751-7277
  - Email: Christopher.Lloyd@oa.mo.gov

- **Contract Specialist:** Kelly Copeland
  - Division of Facilities Management, Design and Construction
  - 301 West High Street, Room 730
  - Jefferson City, Missouri 65102
  - Telephone: 573-522-2283; Fax: 573-751-7277
  - Email: Kelly.Copeland@oa.mo.gov

3.0 NOTICE: ALL BID MATERIALS ARE DUE AT THE TIME OF BID SUBMITTAL. THERE IS NO SECOND SUBMITTAL FOR THIS PROJECT.

4.0 FURNISHING CONSTRUCTION DOCUMENTS:
A. The Owner will furnish the Contractor with approximately 10 complete sets of drawings and specifications at no charge.
B. The Owner will furnish the Contractor with approximately 10 sets of explanatory or change drawings at no charge.
C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

5.0 ILLEGAL IMMIGRATION REFORM AND IMMIGRANT RESPONSIBILITY ACT
The Contractor understands and agrees that by signing a contract for this project, they certify the following:
A. The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
B. If the Contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
C. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

6.0 SAFETY REQUIREMENTS
Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.
Annual Wage Order No. 27

Section 026
COLE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Filed With Secretary of State: ____________________________ March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations
<table>
<thead>
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<th>OCCUPATIONAL TITLE</th>
<th><strong>Prevailing Hourly Rate</strong></th>
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<td>Groundman</td>
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</table>

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.
Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.
## OCCUPATIONAL TITLE

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<tr>
<th>OCCUPATIONAL TITLE</th>
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</table>

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.
OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.
SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of refurbishing the emergency generator, replacing an automatic transfer switch, replacing 5 rooftop units, adding 10 variable air volume terminals, and controls for new HVAC equipment.

1. Project Location: Missouri Lottery Headquarters Building, 1823 Southridge Dr. Jefferson City, MO 65109.

2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.

B. Contract Documents, dated 06/05/2020 were prepared for the Project by Siebeneck Engineering LLC, 8115 Deer Haven Court, Jefferson City, MO 65101.

C. The Work consists of refurbishing the emergency generator and replacing HVAC equipment.

1. The Work includes refurbishing a 155 kw Cummins Generator by replacing all belts, hoses, and vibration isolators.

2. The Work includes replacing a 400 A, 480 V, 3 phase automatic transfer switch and installing new conductors between the switch and the generator.

3. The Work includes replacing 5 rooftop units, including a new curb and structural support for one unit and transition curbs for 4 units.

4. The Work includes removing and replacing some duct and some air devices for 4 of the rooftop units and adding 10 variable air volume terminal units to one of the rooftop units.

5. The Work includes replacing controllers for 5 rooftop units and adding controllers for 10 variable air volume terminal units.

D. The Work will be constructed under a single prime contract.

1.3 DESIGNER’S ESTIMATE OF CONSTRUCTION COST RANGE

A. The project designer has prepared this cost estimate range. The State of Missouri makes no guarantee regarding the accuracy of the estimate range nor does the State of Missouri intend to imply that the estimate range in any way reflects the actual cost required to perform the work represented by the specifications and drawings. The contractor should not rely on this estimate range in any way while preparing a bid for this project or otherwise.

Estimate Range: $183,000 - $252,000
1.4 WORK SEQUENCE

A. As a part of the Schedule, the contractor shall sequence the work giving consideration to the following:
   1. Only 2 rooftop units shall be taken out of operation at one time.
   2. Rooftop units shall be removed, replaced, and operational within the same day. Only limited controls shall be required to allow for heating or cooling.
   3. Rooftop units RTU-4 and RTU-6 shall not be taken out of operation at the same time.
   4. The sequence plan shall be approved by facility staff.

1.5 CONTRACTOR USE OF PREMISES

A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
   1. Owner Occupancy: Allow for Owner occupancy and use by the public.
   2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.6 OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner’s operations.

1.7 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

END OF SECTION 011000
SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:
   1. Weather allowances.

C. Related Sections include the following:
   1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Contract Changes for allowances.

1.3 WEATHER ALLOWANCE

A. Included within the completion period for this project are a specified number of “bad weather” days (see Schedule of Allowances).

B. The Contractor’s progress schedule shall clearly indicate the bad weather day allowance as an “activity” or “activities”. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor’s scheduled workday, that day shall be declared unavailable for work due to weather (a “bad weather” day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor’s current progress schedule.

C. The Contractor’s Representative and the Construction Representative shall agree monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and be signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the “bad weather” days for a particular month, that disagreement shall be noted on this written document and signed by each party’s representative. Failure of the Contractor’s representative to sign the “bad weather” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “bad weather” day determination contained in that document.

D. There will be no modification to the time of contract performance due solely to the failure to deplete the “bad weather” day allowance.

E. Once this allowance is depleted, a no cost Contract Change time extension will be executed for “bad weather” days, as defined above, encountered during the remainder of the Project.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

A. Weather Allowance: Included within the completion period for this Project: 10 “bad weather” days.

END OF SECTION 012100
SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.

B. Related Sections include the following:
   1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
   2. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
   3. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Contract Change requirements.

1.3 REQUESTS FOR INFORMATION

A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation, the Contractor shall submit a “Request for Information” (RFI) in writing to the Designer. A RFI may only be submitted by the Contractor and shall only be submitted on the RFI forms provided by the Owner. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.

B. Responses to RFI shall be issued within ten (10) working days of receipt of the Request from the Contractor unless the Designer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Designer, the Designer will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.

C. Responses from the Designer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Document, the Contractor shall give written notice to the Designer requesting a Contract Change for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor’s right to seek additional time or cost under Article 4, “Changes in the Work” of the General Conditions.
1.4 MINOR CHANGES IN THE WORK

A. Designer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Amount or the Contract Time, on ”Designer’s Supplemental Instructions” (DSI).

1.5 PROPOSAL REQUESTS

A. The Designer or Owner Representative will issue a detailed description of proposed Changes in the Work that may require adjustment to the Contract Amount or the Contract Time. The proposed Change Description will be issued using the “Request for Proposal” (RFP) form. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by the Designer or Owner Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within ten (10) working days after receipt of Proposal Request, submit a proposal for the cost adjustments to the Contract Amount and the Contract Time necessary to execute the Change. The Contractor shall submit his proposal on the appropriate Contract Change Detailed Breakdown form. Subcontractors may use the appropriate Contract Change Detailed Breakdown form or submit their proposal on their letterhead provided the same level of detail is included. All proposals shall include:
   a. A detailed breakdown of costs per Article 4.1 of the General Conditions.
   b. If requesting additional time per Article 4.2 of the General Conditions, include an updated Contractor's Construction Schedule that indicates the effect of the Change including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

1.6 CONTRACT CHANGE PROCEDURES

A. On Owner's approval of a Proposal Request, the Designer or Owner Representative will issue a Contract Change for signatures of Owner and Contractor on the “Contract Change” form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REFERENCED FORMS

A. The following forms can be found on our website at https://oa.mo.gov/facilities/vendor-links/architectengineering-forms or https://oa.mo.gov/facilities/vendor-links/contractor-forms:
   1. Request for Information
   2. Designer’s Supplemental Instructions
   3. Request for Proposal
   4. Contract Change
   5. Contract Change Detailed Breakdown – SAMPLES
6. Contract Change Detailed Breakdown – General Contractor (GC)
7. Contract Change Detailed Breakdown – Subcontractor (SUB)

END OF SECTION 012600
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:
   1. Coordination Drawings.
   2. Administrative and supervisory personnel.
   3. Project meetings.

B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Contractor.

C. Related Sections include the following:
   1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
   3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections, which depend on each other for proper installation, connection, and operation.

B. Coordination: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required
maintenance, service, and repair of all components including mechanical and electrical.

C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Startup and adjustment of systems.
8. Project Closeout activities.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 PROJECT MEETINGS

A. The Owner’s Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The
Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.

1. Minutes: Designer will record and distribute meeting minutes.

B. Progress Meetings: The Owner’s Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 “General Conditions”.

1. Minutes: Designer will record and distribute to Contractor the meeting minutes.

C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
   a. Contract Documents
   b. Options
   c. Related RFIs
   d. Related Contract Changes
   e. Purchases
   f. Deliveries
   g. Submittals
   h. Possible conflicts
   i. Compatibility problems
   j. Time schedules
   k. Weather limitations
   l. Manufacturer's written recommendations
   m. Warranty requirements
   n. Compatibility of materials
   o. Acceptability of substrates
   p. Temporary facilities and controls
   q. Space and access limitations
   r. Regulations of authorities having jurisdiction
   s. Testing and inspecting requirements
   t. Installation procedures
u. Coordination with other Work
v. Required performance results
w. Protection of adjacent Work
x. Protection of construction and personnel

3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
SECTION 013200 – SCHEDULE – BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary
   Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for a Bar Chart Schedule for the project construction
   activities, schedule of submittals, and schedule for testing.

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

A. The Contractor shall submit to the Designer, within ten (10) working days following the
   Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of
   progress the Contractor agrees to maintain and the order in which he proposed to carry
   out the various phases of Work. No payments shall be made to the Contractor until the
   Progress Schedule has been approved by the Owner.

B. The Contractor shall submit an updated Schedule for presentation at each Monthly
   Progress Meeting. The Schedule shall be updated by the Contractor as necessary to
   reflect the current Schedule and its relationship to the original Schedule. The updated
   Schedule shall reflect any changes in the logic, sequence, durations, or completion date.
   Payments to the Contractor shall be suspended if the Progress Schedule is not adequately
   updated to reflect actual conditions.

C. The Contractor shall submit Progress Schedules to Subcontractors to permit coordinating
   their Progress Schedules to the general construction Work. The Contractor shall
   coordinate preparation and processing of Schedules and reports with performance of
   other construction activities.

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed,
   horizontal bar chart-type Contractor’s Construction Schedule. The Contractor for general
   construction shall prepare the Construction Schedule for the entire Project. The Schedule
   shall show the percentage of work to be completed at any time, anticipated monthly
   payments by Owner, as well as significant dates which shall serve as check points to
   determine compliance with the approved Schedule. The Schedule shall also include an
   activity for the number of “bad” weather days specified in Section 012100 – Allowances.

   1. The Contractor shall provide a separate time bar for each significant construction
      activity. Provide a continuous vertical line to identify the first working day of
      each week.

      a. If practical, use the same Schedule of Values breakdown for schedule
         time bars.
2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.

3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.

4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

5. Coordinate the Contractor’s Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.

6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.

B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:

1. Requirement for Phased completion
2. Work by separate Contractors
3. Pre-purchased materials
4. Coordination with existing construction
5. Limitations of continued occupancies
6. Un-interruptible services
7. Partial Occupancy prior to Substantial Completion
8. Site restrictions
9. Provisions for future construction
10. Seasonal variations
11. Environmental control

C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:

1. Subcontract awards
2. Submittals
3. Purchases
4. Fabrication
5. Deliveries
6. Installation
7. Testing
8. Adjusting
9. Startup and placement into final use and operation

3.3 SCHEDULE OF SUBMITTALS

A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.

B. Prepare the schedule in chronological order. Provide the following information
   1. Scheduled date for the first submittal
   2. Related Section number
   3. Submittal category
   4. Name of the Subcontractor
   5. Description of the part of the Work covered
   6. Scheduled date for resubmittal
   7. Scheduled date for the Designer’s final release or approval

C. Distribution: Following the Designer’s response to the initial submittal schedule, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
   1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.

D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

3.4 SCHEDULE OF INSPECTIONS AND TESTS

A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.

B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:
   1. Specification Section number
   2. Description of the test
   3. Identification of applicable standards
   4. Identification of test methods
   5. Number of tests required
   6. Time schedule or time span for tests
   7. Entity responsible for performing tests
   8. Unique characteristics of each service
C. Distribution: Distribute the schedule to the Owner, Engineer, and each party involved in performance of portions of the Work where inspections and tests are required.

END OF SECTION 013200
SECTION 013300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:
   1. Shop Drawings
   2. Product Data
   3. Quality Assurance Submittals
   4. Operating and Maintenance Manuals
   5. Warranties

B. Administrative Submittals: Refer to General and Supplementary Conditions other applicable Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
   1. Construction Progress Schedule including Schedule of Values
   2. Performance and Payment Bonds
   3. Insurance Certificates
   4. Applications for Payment
   5. Certified Payroll Reports
   6. Partial and Final Receipt of Payment and Release Forms
   7. Affidavit – Compliance with Prevailing Wage Law
   8. Record Drawings
   9. Notifications, Permits, etc.

C. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.

D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.

1.3 SUBMITTAL PROCEDURES

A. The Contractor shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in Part 3.1 of this section and elsewhere in the Contract
Documents. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
   a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

B. Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:

1. Date of Submission
2. Name of Project
3. Location
4. Section Number of Specification
5. State Project Number
6. Name of Submitting Contractor
7. Name of Subcontractor
8. Indicate if Item is submitted as specified or as a substitution

1.4 SHOP DRAWINGS

A. Comply with the General Conditions, Article 3.2.

B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:

1. Dimensions
2. Identification of products and materials included by sheet and detail number
3. Compliance with specified standards
4. Notation of coordination requirements
5. Notation of dimensions established by field measurement
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½”x11” but no larger than 36”x48”.

SUBMITTALS 013300 - 2
1.5 PRODUCT DATA

A. The Contractor shall comply with the General Conditions, Article 3.2.

B. The Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer’s installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information including the following information:
   a. Manufacturer’s printed recommendations
   b. Compliance with Trade Association standards
   c. Compliance with recognized Testing Agency standards
   d. Application of Testing Agency labels and seals
   e. Notation of dimensions verified by field measurement
   f. Notation of coordination requirements

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

1.6 QUALITY ASSURANCE DOCUMENTS

A. The Contractor shall comply with the General Conditions, Article 3.2

B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer’s instructions, manufacturer’s field reports, and other quality-control submittals as required under other Sections of the Specifications.

C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.

   1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.

D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.

1.7 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

A. The Contractor shall submit all required manufacturer’s operating instructions, maintenance/service manuals, and warranties in accordance with the General Conditions, Article 3.5, and Supplementary Conditions along with this and other Sections of the Contract Documents.
### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 REQUIRED SUBMITTALS

A. Contractor shall submit the following information for materials and equipment to be provided under this contract.

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>TYPE OF SUBMITTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>013100</td>
<td>Coordination</td>
<td>Shop Drawings: X, Product Data: X</td>
</tr>
<tr>
<td>013200</td>
<td>Schedules-Bar Chart</td>
<td>X</td>
</tr>
<tr>
<td>013512.10</td>
<td>Site Security and Health Requirements</td>
<td>X X X</td>
</tr>
<tr>
<td>230593</td>
<td>Testing, Adjusting, and Balancing for HVAC</td>
<td>X X X</td>
</tr>
<tr>
<td>230713</td>
<td>Duct Insulation</td>
<td>X</td>
</tr>
<tr>
<td>233100</td>
<td>HVAC Ducts and Casings</td>
<td>X</td>
</tr>
<tr>
<td>233300</td>
<td>Air Duct Accessories</td>
<td>X</td>
</tr>
<tr>
<td>233600</td>
<td>Air Terminal Units</td>
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<tr>
<td>233700</td>
<td>Air Outlets and Inlets</td>
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</tr>
<tr>
<td>237413</td>
<td>Packaged Outdoor Central-Station Air-Handling Units</td>
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</tr>
<tr>
<td>263600</td>
<td>Transfer Switches</td>
<td>X X X</td>
</tr>
</tbody>
</table>

END OF SECTION 013300
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUBMITTALS
   A. List of required submittals:
      1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
      2. Schedule of proposed shutdowns, if applicable.
      3. A list of the names of all employees who will submit fingerprints for a background check, and the signed privacy documents identified below for each employee.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE
   A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.
   B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.
   C. The Contractor shall provide the name and phone number of the Contractor’s employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.
   D. All construction personnel shall visibly display issued identification cards.

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS
   A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
      1. Onsite burning is prohibited.
      2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
      3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In
areas of flammable liquids, asphalt, or electrical hazards, 15-pound carbon
dioxide or 20-pound dry chemical extinguishers shall be provided.

B. The Contractor shall not obstruct streets or walks without permission from the Owner’s
   Construction Representative and Facility Representatives.

C. The Contractor’s personnel shall not exceed the speed limit of 15 mph while at the
   Facility unless otherwise posted.

D. The Contractor shall take all necessary, reasonable measures to reduce air and water
   pollution by any material or equipment used during construction. The Contractor shall
   keep volatile wastes in covered containers, and shall not dispose of volatile wastes or oils
   in storm or sanitary drains.

E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all
   times. The Contractor shall immediately remove all hazardous waste, and shall not allow
   rubbish to accumulate. The Contractor shall provide onsite containers for collection of
   rubbish and shall dispose of it at frequent intervals during the progress of the Work.

F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all
   times, unless written approval is received from the Owner’s Construction Representative
   and the appropriate Facility Representative at least twenty-four (24) hours in advance.
   The Contractor shall submit a written time schedule for any proposed shutdowns.

G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site
   and readily available upon request at least a day before delivery.

H. Alcoholic beverages or illegal substances shall not be brought upon the Facility premises.
   The Contractor’s workers shall not be under the influence of any intoxicating substances
   while on the Facility premises.

3.3 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND
   WARRANTS CHECK

1. All employees of the Contractor are required to submit fingerprints to the
   Missouri State Highway Patrol to enable the Office of Administration, Division
   of Facilities Management, Design and Construction (FMDC) to receive state and
   national criminal background checks on such employees. FMDC reserves the
   right to prohibit any employee of the Contractor from performing work in or on
   the premises of any facility owned, operated, or utilized by the State of Missouri
   for any reason.

2. The Contractor shall ensure all of its employees submit fingerprints to the
   Missouri State Highway Patrol and pay for the cost of such background checks.
   The Contractor shall submit to FMDC via email to FMDCSecurity@oa.mo.gov
   a list of the names of the Contractor’s employees who will be fingerprinted and a
   signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights
   and Privacy Act Statement for each employee. All employees of the Contractor
   approved by FMDC to work at a State facility must obtain a contractor ID badge
   from FMDC prior to beginning work on-site, unless the Director of FMDC, at the
   Director’s discretion, waives the requirement for a contractor ID badge. The
   Contractor and its employees must comply with the process for background
Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor’s employees, and those fingerprints will be searched against other fingerprints on file, including latent fingerprints. While retained, an employee’s fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.

As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee’s updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.

Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee’s background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.

Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.

The Contractor shall notify FMDC via email to FMDCSecurity@oa.mo.gov if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.

Upon award of a Contract, the Contractor should contact FMDC at FMDCSecurity@oa.mo.gov to determine if its employees need to provide a new background check. If a Contractor’s employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.
3.4 DISRUPTION OF UTILITIES

A. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and the Facility Representative before disconnecting electric, water, fire protection, or sewer service to any building.

B. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and Facility Representative before closing any access drives, and shall make temporary access available, if possible. The Contractor shall not obstruct streets, walks, or parking.

END OF SECTION 013513.10
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.

B. Temporary utilities include, but are not limited to, the following:
   1. Water service and distribution
   2. Temporary electric power and light
   3. Temporary heat
   4. Ventilation
   5. Sanitary facilities, including drinking water

C. Support facilities include, but are not limited to, the following:
   1. Temporary enclosures
   2. Temporary project identification signs and bulletin boards
   3. Waste disposal services
   4. Construction aids and miscellaneous services and facilities

D. Security and protection facilities include, but are not limited to, the following:
   1. Barricades, warning signs, and lights
   2. Environmental protection

1.3 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
   1. Building code requirements
   2. Health and safety regulations
   3. Utility company regulations
   4. Police, fire department, and rescue squad rules
   5. Environmental protection regulations


CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

015000 - 1
1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.

1.4 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry”.

1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.

2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.

3. For fences and vision barriers, provide minimum 3/9” (9.5mm) thick exterior plywood.

4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8” (16mm) thick exterior plywood.

C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

2.2 EQUIPMENT

A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.

B. Water Hoses: Provide ¼” (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100’ (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets
equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.

F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

G. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each Facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.

B. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools.

C. Temporary Heating: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

1. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP gas or fuel-oil heaters with individual space thermostatic control.
2. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.

D. Temporary Heating and Cooling: The normal heating and/or cooling system of the building outside of the construction area shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.

E. Temporary Toilets: Use of the Owner’s existing toilet facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. All construction personnel will be allowed access only to those specific facilities designed by the Construction Representative. At substantial completion, restore these facilities to the condition prevalent at the time of initial use.

F. Wash Facilities: The Owner will provide wash facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.

G. Drinking-Water Facilities: The Owner will provide drinking water facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.

3.3 SUPPORT FACILITIES INSTALLATION

A. Storage Facilities: Limited areas for storage of building materials are available onsite. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.

B. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.

C. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.
3.5 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
   a. Replace air filters and clean inside and outside of ductwork and housing.
   b. Replace significantly worn parts and parts subject to unusual operating conditions.
   c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000
SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for cleaning during the Project.

B. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
   1. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
   2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator for the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General
   1. Retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials.
   2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
   3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.
   4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.

B. Site
   1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
   2. Weekly, inspect all arrangements of materials stored onsite. Re-stack, tidy, or otherwise service all material arrangements.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures
1. Daily, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly, sweep all interior spaces clean. “Clean” for the purposes of this paragraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.
3. In preparation for installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily while work is being performed in the space in which finish materials have been installed. “Clean” for the purposes of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Construction Representative, may be injurious to the finish of the finish floor material.

3.2 FINAL CLEANING

A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer’s instructions.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.
2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
3. Remove petrochemical spills, stains, and other foreign deposits.
4. Remove tools, construction equipment, machinery, and surplus material from the site.
5. Remove snow and ice to provide safe access to the building.
6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.
10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-
obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

11. Remove labels that are not permanent labels.

12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
   a. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.

13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.

15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

16. Clean ducts, blowers, and coils if units were operated without filters during construction.

17. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.

18. Leave the Project clean and ready for occupancy.

C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner’s property.

END OF SECTION 017400
SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Testing, adjustment, and balancing of air systems.

1.2 REFERENCE STANDARDS


1.3 SUBMITTALS

A. See Section 01 3300 - Submittal Procedures, for submittal procedures.

B. Installer Qualifications: Submit name of adjusting and balancing agency and TAB supervisor for approval within 30 days after award of Contract.

C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.

1. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Engineer and for inclusion in operating and maintenance manuals.

2. Provide final reports in one binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.

4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.

5. Units of Measure: Report data in I-P (inch-pound) units only.

6. Include the following on the title page of each report:

   a. Name of Testing, Adjusting, and Balancing Agency.
   b. Address of Testing, Adjusting, and Balancing Agency.
   c. Telephone number of Testing, Adjusting, and Balancing Agency.
   d. Project name.
   e. Project location.
   f. Project Engineer.
   g. Project Contractor.
   h. Report date.
PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

A. Perform total system balance in accordance with one of the following:
   1. AABC (NSTSB), AABC National Standards for Total System Balance.
   3. SMACNA (TAB).

B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.

C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.

D. TAB Agency Qualifications:
   1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
   2. Having minimum of three years documented experience.
   3. Certified by one of the following:

E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.2 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
   1. Systems are started and operating in a safe and normal condition.
   2. Temperature control systems are installed complete and operable.
   3. Proper thermal overload protection is in place for electrical equipment.
   4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
   5. Duct systems are clean of debris.
   6. Fans are rotating correctly.
   7. Volume dampers are in place and open.
8. Access doors are closed and duct end caps are in place.
9. Air outlets are installed and connected.
10. Duct system leakage is minimized.

B. Beginning of work means acceptance of existing conditions.

3.3 ADJUSTMENT TOLERANCES

A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.

B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.4 RECORDING AND ADJUSTING

A. Ensure recorded data represents actual measured or observed conditions.

B. Permanently mark settings of dampers and other adjustment devices allowing settings to be restored. Set and lock memory stops.

C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.

D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.5 AIR SYSTEM PROCEDURE

A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities.

B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.

C. Measure air quantities at air inlets and outlets.

D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.

E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.

F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.

G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.

I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.

J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.

K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.

L. For variable air volume system powered units set volume controller to air flow setting indicated. Confirm connections properly made and confirm proper operation for automatic variable air volume temperature control.

3.6 SCOPE

A. Test, adjust, and balance the following:
   1. Packaged Roof Top Heating/Cooling Units.
   2. Air Terminal Units.
   3. Air Inlets and Outlets.

3.7 MINIMUM DATA TO BE REPORTED

A. Air Moving Equipment:
   1. Location.
   2. Manufacturer.
   3. Model number.
   4. Serial number.
   5. Air flow, specified and actual.
   6. Return air flow, specified and actual.
   7. Outside air flow, specified and actual.
   8. Total static pressure (total external), specified and actual.
   9. Inlet pressure.
   10. Discharge pressure.
   11. Fan RPM.

B. Duct Traverses:
   1. System zone/branch.
   2. Duct size.
   3. Area.
4. Design velocity.
5. Design air flow.
6. Test velocity.
7. Test air flow.
8. Duct static pressure.
9. Air temperature.
10. Air correction factor.

C. Terminal Unit Data:
1. Manufacturer.
2. Identification/number.
3. Location.
4. Model number.
5. Size.
6. Minimum static pressure.
7. Minimum design air flow.
8. Maximum design air flow.
9. Maximum actual air flow.
10. Inlet static pressure.

D. Air Distribution Tests:
1. Air terminal number.
2. Room number/location.
3. Terminal type.
4. Terminal size.
5. Design air flow.
6. Test (final) air flow.

END OF SECTION 230593
SECTION 230713 - DUCT INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Duct insulation.
B. Duct liner.

1.2 REFERENCE STANDARDS

H. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005 (Revised 2009).

1.3 SUBMITTALS

A. See Section 01 3300 - Submittal Procedures, for submittal procedures.
B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.
B. Applicator Qualifications: Company specializing in performing the type of work specified in this section, with minimum three years of experience and approved by manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.

B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.6 FIELD CONDITIONS

A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.

B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.1 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.2 GLASS FIBER, FLEXIBLE

A. Manufacturer:

B. Insulation: ASTM C553; flexible, noncombustible blanket.
   1. 'K' value Installed: 0.25 at 75 degrees F, when tested in accordance with ASTM C518.
   2. Maximum Service Temperature: 250 degrees F.
   3. Maximum Water Vapor Absorption: 5.0 percent by weight.

C. Vapor Barrier Jacket:
   1. Kraft paper with glass fiber yarn and bonded to aluminized film.
   2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
   3. Secure with pressure sensitive tape.

D. Vapor Barrier Tape:
1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber based adhesive.

2.3 DUCT LINER

A. Manufacturers:

B. Glass Fiber Insulation: Non-corrosive, incombustible glass fiber complying with ASTM C1071; rigid board; impregnated surface and edges coated with poly vinyl acetate polymer, acrylic polymer, or black composite.
1. Fungal Resistance: No growth when tested according to ASTM G21.
2. Installed Thermal Conductivity: Maximum of 0.25 at 75 degrees F.
3. Service Temperature: Up to 250 degrees F.
4. Rated Velocity on Coated Air Side for Air Erosion: 5,000 fpm, minimum.
5. Minimum Noise Reduction Coefficients:
   a. 1-1/2 inches Thickness: 0.8.

C. Adhesive: Waterproof, fire-retardant type, ASTM C916.

D. Liner Fasteners: Galvanized steel, self-adhesive pad with integral head.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that ducts have been tested before applying insulation materials.

B. Verify that surfaces are clean, foreign material removed, and dry.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install in accordance with NAIMA National Insulation Standards.

C. Insulated ducts conveying air below ambient temperature:
1. Provide insulation with vapor barrier jackets.
2. Finish with tape and vapor barrier jacket.
3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
D. External Duct Insulation Application:
1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
2. Install without sag on underside of duct. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift duct off trapeze hangers and insert spacers.
3. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.
4. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

E. Duct Liner Application:
1. Adhere insulation with adhesive for 90 percent coverage.
2. Secure insulation with mechanical liner fasteners. Refer to SMACNA (DCS) for spacing.
4. Seal liner surface penetrations with adhesive.
5. Duct dimensions indicated are net inside dimensions required for air flow. Increase duct size to allow for insulation thickness.

END OF SECTION 230713
SECTION 233100 - HVAC DUCTS AND CASINGS

PART 1  GENERAL

1.1 SECTION INCLUDES

A. Metal ductwork.
B. Nonmetal ductwork.
C. Duct cleaning.

1.2 RELATED REQUIREMENTS

A. Section 230713 - Duct Insulation: External insulation and duct liner.

1.3 REFERENCE STANDARDS

E. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005 (Revised 2009).
F. UL 181 - Standard for Factory-Made Air Ducts and Air Connectors; current edition, including all revisions.

1.4 SUBMITTALS

A. See Section 01 3300 - Submittals, for submittal procedures.
B. Product Data: Provide data for flexible duct only.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
B. Installer Qualifications: Company specializing in performing the type of work specified in this section, with minimum three years of documented experience.
1.6 FIELD CONDITIONS

A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 PRODUCTS

2.1 DUCT ASSEMBLIES

A. Regulatory Requirements: Construct ductwork to comply with NFPA 90A standards.

B. Ducts: Galvanized steel, unless otherwise indicated.

C. Low Pressure Supply: 2 inch w.g. pressure class, galvanized steel.

D. Return: 1 inch w.g. pressure class, galvanized steel.

2.2 MATERIALS

A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.

1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.

2. Surface Burning Characteristics: Flame spread index of zero and smoke developed index of zero, when tested in accordance with ASTM E84.

C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

2.3 DUCTWORK FABRICATION

A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.

B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

C. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.

D. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.

E. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
F. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).

2.4 MANUFACTURED DUCTWORK AND FITTINGS

A. Round Ducts: Round lockseam duct with galvanized steel outer wall.
   1. Manufacture in accordance with SMACNA (DCS).

B. Flexible Ducts: UL 181, Class 1, aluminum laminate and polyester film with latex adhesive supported by helically wound spring steel wire.
   1. Insulation: Fiberglass insulation with polyethylene vapor barrier film. Insulation R value shall be as specified on plans and in section 23 0713 Duct Insulation.
   2. Pressure Rating: 16 inches WG positive and 1.0 inches WG negative.
   4. Temperature Range: Minus 20 degrees F to 210 degrees F.
   5. Manufacturers:
      b. Thermaflex: www.thermaflex.net.

C. Transverse Duct Connection System: SMACNA "J" rated rigidly class connection, interlocking angle and duct edge connection system with sealant, gasket, cleats, and corner clips in accordance with SMACNA (DCS).

PART 3 EXECUTION

3.1 INSTALLATION

A. Install, support, and seal ducts in accordance with SMACNA (DCS).

B. Install in accordance with manufacturer's instructions.

C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

D. Flexible Ducts: Connect to metal ducts with draw bands.

E. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.

F. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

G. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.

H. Use double nuts and lock washers on threaded rod supports.
I. Connect diffusers to low pressure ducts directly or with 5 feet maximum length of flexible duct held in place with strap or clamp.

3.2 CLEANING

A. Clean metal duct systems with high power vacuum machines. Protect equipment that could be harmed by excessive dirt with filters, or bypass during cleaning. Provide adequate access into ductwork for cleaning purposes.

END OF SECTION 233100
SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 GENERAL

1.1 SECTION INCLUDES
   A. Flexible duct connections.
   B. Volume control dampers.

1.2 RELATED REQUIREMENTS
   A. Section 233100 - HVAC Ducts and Casings.

1.3 REFERENCE STANDARDS
   B. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005 (Revised 2009).

1.4 SUBMITTALS
   A. See Section 01 3300 - Submittal Procedures, for submittal procedures.
   B. Product Data: Provide assembly details, dimensions, and materials of construction.

1.5 QUALITY ASSURANCE
   A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

PART 2 PRODUCTS

2.1 FLEXIBLE DUCT CONNECTIONS
   A. Manufacturers:
   B. Fabricate in accordance with SMACNA (DCS) and as indicated.
   C. Flexible Duct Connections: Fabric crimped into metal edging strip.
      1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd.
      2. Metal: 3 inches wide, 24 gage, 0.0239 inch thick galvanized steel.
D. Maximum Installed Length: 14 inch.

2.2 VOLUME CONTROL DAMPERS

A. Manufacturers:

B. Fabricate in accordance with SMACNA (DCS) and as indicated.

C. Single Blade Dampers:
   1. Fabricate for duct sizes up to 6 by 10 inch.
   2. Blade: 24 gage, 0.0239 inch, minimum.

D. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 by 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
   1. Blade: 18 gage, 0.0478 inch, minimum.

E. Quadrants:
   1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
   2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). Refer to Section 233100 for duct construction and pressure class.

B. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.

C. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, unless dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION 233300
SECTION 233600 - AIR TERMINAL UNITS

PART 1  GENERAL

1.1  SECTION INCLUDES

A.  Single-duct terminal units.

1.2  REFERENCE STANDARDS

A.  AHRI 880 (I-P) - Performance Rating of Air Terminals; 2017.
B.  AHRI 885 - Procedure for Estimating Occupied Space Sound Levels in the Application of Air Terminals and Air Outlets; 2008 with Addendum 1.
C.  ASHRAE Std 130 - Methods of Testing Air Terminal Units; 2016.

1.3  SUBMITTALS

A.  See Section 01 3300 - Submittals for submittal procedures.
B.  Product Data:  Provide data indicating configuration, general assembly, and materials used in fabrication.  Include catalog performance ratings that indicate air flow, static pressure, and NC designation.  Include electrical characteristics and connection requirements.
C.  Operation and Maintenance Data:  As a part of the closeout documents, Include manufacturer's descriptive literature, operating instructions, maintenance and repair data, and parts lists.  Include directions for resetting constant-volume regulators.
D.  Warranty:  As a part of the closeout documents, submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.4  QUALITY ASSURANCE

A.  Manufacturer Qualifications:  Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
1.5 WARRANTY

A. Provide 1.5 year manufacturer warranty for air terminal units and integral controls.

PART 2 PRODUCTS

2.1 SINGLE-DUCT, VARIABLE-VOLUME UNITS

A. Manufacturers:
4. Trane, a brand of Ingersoll Rand: www.trane.com/#sle.

B. Acoustic Performance Requirements:
1. Sound ratings of air distribution assemblies: Not to exceed [20] NC at a [0.5] static pressure drop across the unit.
2. Use attenuation values found in appendix E of AHRI 885.

C. General:
1. Factory-assembled, AHRI 880 (I-P) rated and bearing the AHRI seal, air volume control terminal with damper assembly, flow sensor, externally mounted volume controller, duct collars, and all required features.
2. Control box bearing identification, including but not necessarily limited to nominal cfm, maximum and minimum factory-set airflow limits.

D. Unit Casing:
1. Minimum 22 gage, 0.0299 inch galvanized steel.
   a. Casing leakage to meet ASHRAE Std 130.
2. Air Inlet Collar: Provide round, suitable for standard flexible duct sizes.
3. Unit Discharge: Rectangular, with slip-and-drive connections.
4. Acceptable Liners:
   a. 1/2 inch thick, coated, fibrous-glass complying with ASTM C1071.
      1. Secure with adhesive.
      2. Coat edges exposed to airstream with NFPA 90A approved sealant.
      3. Cover liner with non-porous foil.
   b. Liner not to contain pentabrominated diphenyl ether (CAS #32534-81-9) or octabrominated diphenyl ether.

E. Damper Assembly:
1. Heavy-gage, galvanized steel or extruded aluminum construction with solid steel, nickel-plated shaft pivoting on HDPE, self-lubricating bearings.
2. Provide integral position indicator or alternative method for indicating damper position over full range of 90 degrees.

3. Incorporate low leak damper blades for tight airflow shutoff.
   a. Air Leakage Past Closed Damper: Maximum two percent of unit maximum airflow at 3 inch wg inlet static pressure, tested in accordance with ASHRAE Std 130.

F. Controls:
1. DDC (Direct-Digital Controls):
   a. Bi-directional Damper Actuator: 24 volt, powered closed, spring return open.
   b. Microprocessor-Based Controller: Air volume controller, pressure-independent with electronic airflow transducers, factory-calibrated maximum and minimum CFM's.
      1. Occupied and unoccupied operating mode.
      2. Remote reset of temperature or CFM set points.
      3. Proportional, plus integral control of room temperature.
      4. Monitoring and adjusting with portable terminal.
   c. Room Sensor:
      1. Compatible with temperature controls specified.
      2. Wall-mounted, system powered, with temperature set-point adjustment including connection access for portable operator terminal.

   a. Signal accuracy: Plus/minus five percent throughout terminal operating range.

3. Control Sequence:
   a. Suitable for operation with duct pressures between 0.25 and 3.0 inch wg inlet static pressure.
   b. Include factory-mounted and piped, 5-micron filter; and adjustable, velocity-resetting, high-limit control with amplifying relay.

PART 3 EXECUTION

3.1 EXAMINATION
   A. Verify that conditions are suitable for installation.

3.2 INSTALLATION
   A. Install in accordance with manufacturer's instructions.
   B. Install the inlets of air terminal units and air flow sensors a minimum of three duct diameters from elbows, transitions, and duct takeoffs.
C. Support units individually from structure with wire rope complying with ASTM A492 and ASTM A603 in accordance with SMACNA (SRM).

END OF SECTION 233600
SECTION 233700 - AIR OUTLETS AND INLETS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Diffusers.

B. Registers/grilles.
   1. Ceiling-mounted, return grilles.

1.2 REFERENCE STANDARDS


1.3 SUBMITTALS

A. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, airflow performance, application, and noise level.

1.4 QUALITY ASSURANCE

A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

PART 2 PRODUCTS

2.1 MANUFACTURERS


2.2 CEILING DIFFUSERS

A. Type: Provide square, plaque diffuser to discharge air in 360 degree pattern.

B. Connections: Round.

C. Frame: Provide inverted T-bar type.

D. Fabrication: Steel with baked enamel finish.

E. Accessories: Insulted back pan with vapor barrier.
2.3 PERFORATED FACE CEILING GRILLE

A. Type: Perforated face.
B. Frame: Inverted T-bar type.
C. Fabrication: Steel with steel frame and baked enamel finish.
D. Accessories: light sheild to minimize sightlines into ceiling space where specified on plans.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.
B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
C. Install diffusers to ductwork with air tight connection.
D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, unless dampers are specified as part of the diffuser, or grille and register assembly.

END OF SECTION 233700
SECTION 237413 - PACKAGED OUTDOOR CENTRAL-STATION AIR-HANDLING UNITS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Packaged roof top unit.
B. Unit controls.
C. Roof mounting curb and transition.
D. Maintenance service.

1.2 REFERENCE STANDARDS


1.3 SUBMITTALS

A. See Section 01 3300 - Submittals, for submittal procedures.
B. Product Data: Provide capacity and dimensions of manufactured products and assemblies required for this project. Indicate electrical service with electrical characteristics and connection requirements, and duct connections.
C. Operation and Maintenance Data: As a part of the close out documents, include manufacturer's descriptive literature, operating instructions, installation instructions, maintenance and repair data, and parts listing.
D. Warranty: As a part of the close out documents, submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.
E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. Extra Filters: One set for each unit.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect units from physical damage by storing off site until roof mounting curbs are in place, ready for immediate installation of units.
1.6 WARRANTY

A. Provide a five year warranty to include coverage for refrigeration compressors.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Carrier, a part of UTC Building and Industrial Systems, a unit of United Technologies Corp: www.carrier.com/#sle.

B. Trane, a brand of Ingersoll Rand: www.trane.com/#sle.


2.2 MANUFACTURED UNITS

A. General: Roof mounted units having heat pump cooling and heating and electric auxiliary heat.

B. Description: Self-contained, packaged, factory assembled and prewired, consisting of cabinet and frame, supply fan, electric heating elements, controls, air filters, refrigerant cooling and heating coil and compressor, condenser coil and condenser fan.

C. Disconnect Switch: Factory mount disconnect switch.

2.3 FABRICATION

A. Cabinet: Steel with baked enamel finish, including access doors with piano hinges and locking handle. Structural members shall be minimum 18 gage, 0.0478 inch, with access doors or panels of minimum 20 gage, 0.0359 inch.

B. Insulation: 1/2 inch thick, 1-1/2 pound density, flexible fiberglass with edges protected from erosion.

C. Supply Fan: Forward curved centrifugal type, resiliently mounted with V-belt drive, adjustable variable pitch motor pulley, and rubber isolated hinge mounted high efficiency motor or direct drive as indicated.

D. Air Filters:
   1. 2 inch thick glass fiber disposable media in metal frames.

E. Roof Curb Transition: Size to fit existing curb and transition to rooftop unit. Galvanized steel, channel frame with gaskets, nailer strips, insulated with 1-1/2 inch thick, 3 pound density rigid insulation.

2.4 ELECTRIC HEATING COIL

A. Helical nickel-chrome resistance wire coil heating elements with refractory ceramic support bushings easily accessible with automatic reset thermal cut-out, built-in magnetic
contactors, galvanized steel frame, control circuit transformer and fuse, manual reset thermal cut-out, airflow proving device, load fuses.

B. Controls: Start supply fan before electric elements are energized and continue operating until air temperature reaches minimum setting, with switch for continuous fan operation.

2.5 EVAPORATOR COIL

A. Provide copper tube aluminum fin coil assembly with galvanized drain pan and connection.

B. Provide capillary tubes or thermostatic expansion valves for units of 6 tons capacity and less, and thermostatic expansion valves and alternate row circuiting for units 7.5 tons cooling capacity and larger.

2.6 COMPRESSOR

A. Provide hermetic compressors, 3600 rpm maximum, resiliently mounted with positive lubrication, crankcase heater, high and low pressure safety controls, motor overload protection, suction and discharge service valves and gauge ports, and filter drier.

B. For heat pump units, provide reversing valve, suction line accumulator, discharge muffler, flow control check valve, and solid-state defrost control utilizing thermistors.

2.7 CONDENSER COIL

A. Provide copper tube aluminum fin coil assembly with subcooling rows and coil guard.

B. Provide direct drive propeller fans, resiliently mounted with fan guard, motor overload protection, wired to operate with compressor. Provide high efficiency fan motors.

2.8 OPERATING CONTROLS

A. Provide terminal strip on unit for connection of operating controls to remote panel by others. Control shall allow for up to three stages of heating and up to two stages cooling.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that roof is ready to receive work and opening dimensions are as illustrated by the manufacturer.

B. Verify that proper power supply is available.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install in accordance with NFPA 90A.
3.3 SYSTEM STARTUP

A. Prepare and start equipment. Adjust for proper operation.

3.4 CLOSEOUT ACTIVITIES

A. Demonstrate operation to Owner's maintenance personnel.

3.5 MAINTENANCE

A. Provide service and maintenance of packaged rooftop units for one year from Date of Substantial Completion.

B. Provide routine maintenance service with a two month interval as maximum time period between calls.

C. Include maintenance items as outlined in manufacturer's operating and maintenance data, including minimum of six filter replacements, minimum of one fan belt replacement, and controls check-out, adjustments, and recalibration.

D. After each service call, submit copy of service call work order or report that includes description of work performed.

END OF SECTION 237413
SECTION 260505 - SELECTIVE DEMOLITION FOR ELECTRICAL

PART 1  GENERAL

1.1  SECTION INCLUDES

A. Electrical demolition.

PART 2  PRODUCTS

2.1  MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3  EXECUTION

3.1  EXAMINATION

A. Verify field measurements and circuiting arrangements are as indicated.
B. Verify that abandoned wiring and equipment serve only abandoned facilities.
C. Beginning of demolition means installer accepts existing conditions.

3.2  PREPARATION

A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
B. Coordinate utility service outages with utility company.
C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
   1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.

3.3  DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Perform work for removal and disposal of equipment and materials containing toxic substances regulated under the Federal Toxic Substances Control Act (TSCA) in accordance with applicable federal, state, and local regulations. Applicable equipment and materials include, but are not limited to:
B. Remove, relocate, and extend existing installations to accommodate new construction.
C. Remove abandoned wiring to source of supply.
D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

E. Repair adjacent construction and finishes damaged during demolition and extension work.

F. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

3.4 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment that remain or that are to be reused.

END OF SECTION 260505
SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Single conductor building wire.
B. Wiring connectors.
C. Electrical tape.
D. Wire pulling lubricant.
E. Cable ties.

1.2 RELATED REQUIREMENTS

A. Section 260505 - Selective Demolition for Electrical: Disconnection, removal, and/or extension of existing electrical conductors and cables.
B. Section 260526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

1.3 REFERENCE STANDARDS

F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.


M. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.


O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
   2. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Nonmetallic-sheathed cable is not permitted.

D. Metal-clad cable is not permitted.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

D. Comply with NEMA WC 70.
E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

G. Conductor Material:
1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
3. Tinned Copper Conductors: Comply with ASTM B33.

H. Minimum Conductor Size: 12 AWG.
1. Branch Circuits: 12 AWG.
   a. Exceptions:
      1. 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.

I. Conductor Color Coding:
1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
2. Color Coding Method: Integrally colored insulation.
3. Color Code:
   a. 480Y/277 V, 3 Phase, 4 Wire System:
      1. Phase A: Brown.
      2. Phase B: Orange.
      3. Phase C: Yellow.
   b. 208Y/120 V, 3 Phase, 4 Wire System:
      1. Phase A: Black.
      2. Phase B: Red.
      3. Phase C: Blue.
   c. Equipment Ground, All Systems: Green.

2.3 SINGLE CONDUCTOR BUILDING WIRE

A. Description: Single conductor insulated wire.

B. Conductor Stranding:
1. Feeders and Branch Circuits:
b. Size 8 AWG and Larger: Stranded.

C. Insulation Voltage Rating: 600 V.

D. Insulation:
   1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2.

2.4 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 260526.

C. Wiring Connectors for Splices and Taps:
   1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.

D. Wiring Connectors for Terminations:

E. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.

2.5 ACCESSORIES

A. Electrical Tape:
   1. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.

B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.

C. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that field measurements are as indicated.
E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.3 INSTALLATION

A. Circuiting Requirements:
   1. Unless dimensioned, circuit routing indicated is diagrammatic.
   2. When circuit destination is indicated without specific routing, determine exact routing required.
   3. Arrange circuiting to minimize splices.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Installation in Raceway:
   1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
   2. Pull all conductors and cables together into raceway at same time.
   3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
   4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
   1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.

G. Install conductors with a minimum of 12 inches of slack at each outlet.

H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

I. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

J. Make wiring connections using specified wiring connectors.
1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.

2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.

3. Do not remove conductor strands to facilitate insertion into connector.

4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

K. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

L. Insulate ends of spare conductors using vinyl insulating electrical tape.

M. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.4 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.

B. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION 260519
SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Grounding and bonding requirements.
B. Conductors for grounding and bonding.
C. Connectors for grounding and bonding.

1.2 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
B. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.3 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
C. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.4 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING REQUIREMENTS

A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.2 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
   1. Provide products listed, classified, and labeled as suitable for the purpose intended.
2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 260526:
   1. Use insulated copper conductors unless otherwise indicated.
      a. Exceptions:
         1. Use bare copper conductors where installed underground in direct contact with earth.
         2. Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:
   1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
   2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
   3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

PART 3 EXECUTION

3.1 EXAMINATION
   A. Verify that work likely to damage grounding and bonding system components has been completed.
   B. Verify that field measurements are as indicated.
   C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION
   A. Install products in accordance with manufacturer's instructions.
   B. Perform work in accordance with NECA 1 (general workmanship).
   C. Make grounding and bonding connections using specified connectors.
      1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
      2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
      3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
      4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
      5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
D. Identify grounding and bonding system components in accordance with Section 260553.

END OF SECTION 260526
SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1  GENERAL

1.1 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.2 RELATED REQUIREMENTS

A. Section 260533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.

1.3 REFERENCE STANDARDS


D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.

E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 QUALITY ASSURANCE

A. Comply with NFPA 70.

B. Comply with applicable building code.

PART 2  PRODUCTS

2.1 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:

1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.

2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.

3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.

4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
   a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
   b. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
   c. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
   1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
   2. Conduit Clamps: Bolted type unless otherwise indicated.

C. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.

D. Anchors and Fasteners:
   1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

D. Unless specifically indicated or approved by Engineer, do not provide support from suspended ceiling support system or ceiling grid.

E. Unless specifically indicated or approved by Engineer, do not provide support from roof deck.

F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

G. Equipment Support and Attachment:
1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.

2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.

3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.

4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

H. Conduit Support and Attachment: Also comply with Section 260533.13.

I. Secure fasteners according to manufacturer's recommended torque settings.

J. Remove temporary supports.

3.3 FIELD QUALITY CONTROL

A. Inspect support and attachment components for damage and defects.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION 260529
SECTION 260533.13 - CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).
B. PVC-coated galvanized steel rigid metal conduit (RMC).
C. Flexible metal conduit (FMC).
D. Liquidtight flexible metal conduit (LFMC).
E. Electrical metallic tubing (EMT).
F. Liquidtight flexible nonmetallic conduit (LFNC).
G. Conduit fittings.

1.2 RELATED REQUIREMENTS

A. Section 078400 - Firestopping.
B. Section 260526 - Grounding and Bonding for Electrical Systems.
C. Section 260529 - Hangers and Supports for Electrical Systems.

1.3 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2015.
B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2015.
C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2003.
G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
H. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; 2018.
I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.

K. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.

L. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.

M. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.

N. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

O. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.


1.4 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.

B. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

C. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

D. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

E. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

F. Exposed, Exterior: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.

G. Connections to Vibrating Equipment:
   1. Dry Locations: Use flexible metal conduit.
   2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
   3. Maximum Length: 6 feet unless otherwise indicated.
2.2 CONDUIT REQUIREMENTS

A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.

B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

B. Fittings:
   1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel or malleable iron.
   3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.4 INTERMEDIATE METAL CONDUIT (IMC)

A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.

B. Fittings:
   1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel or malleable iron.
   3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.5 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.

B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil.

C. PVC-Coated Fittings:
   1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
2. Non-Hazardous Locations: Use fittings listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.
4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil.

D. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil.

2.6 FLEXIBLE METAL CONDUIT (FMC)

A. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.

B. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel or malleable iron.

2.7 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

B. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel or malleable iron.

2.8 ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

B. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel or malleable iron.
   3. Connectors and Couplings: Use compression (gland) or set-screw type.
      a. Do not use indenter type connectors and couplings.

2.9 LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT (LFNC)

A. Description: NFPA 70, Type LFNC liquidtight flexible nonmetallic conduit listed and labeled as complying with UL 1660.

B. Fittings:
   1. Manufacturer: Same as manufacturer of conduit to be connected.
PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.
B. Verify that mounting surfaces are ready to receive conduits.
C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.
B. Perform work in accordance with NECA 1 (general workmanship).
C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
E. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.
F. Install liquidtight flexible nonmetallic conduit (LFNC) in accordance with NECA 111.
G. Conduit Support:
   1. Secure and support conduits in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
   3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
H. Connections and Terminations:
   1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
   2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
   3. Use suitable adapters where required to transition from one type of conduit to another.
   4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
   5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
   6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.

I. Penetrations:
   1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
   2. Make penetrations perpendicular to surfaces unless otherwise indicated.
   3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
   4. Conceal bends for conduit risers emerging above ground.
   5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
   6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
   7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
   8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

J. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
   1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
   2. Where conduits are subject to earth movement by settlement or frost.

K. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
   1. Where conduits pass from outdoors into conditioned interior spaces.
   2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

L. Provide grounding and bonding in accordance with Section 260526.

3.3 CLEANING
   A. Clean interior of conduits to remove moisture and foreign matter.

3.4 PROTECTION
   A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION 260533.13
SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 2 PRODUCTS

1.1 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:
   1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
      a. Transfer Switches:
         1. Identify voltage and phase.
         2. Identify power source and circuit number for both normal power source and standby power source. Include location when not within sight of equipment.
         3. Identify load(s) served. Include location when not within sight of equipment.
         4. Identify short circuit current rating based on the specific overcurrent protective device type and settings protecting the transfer switch.

B. Identification for Conductors and Cables:
   1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
   2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

1.2 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:
   1. Materials:
      a. Indoor Clean, Dry Locations: Use plastic nameplates.
      b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
   2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
   3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
   4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
   5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

B. Identification Labels:
   1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

1.3 WIRE AND CABLE MARKERS

A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

C. Legend: Power source and circuit number or other designation indicated.

D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
   1. Do not use handwritten text.

E. Minimum Text Height: 1/8 inch.

F. Color: Black text on white background unless otherwise indicated.

PART 3 EXECUTION

2.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
   2. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
   3. Interior Components: Legible from the point of access.
   4. Conductors and Cables: Legible from the point of access.

C. Install identification products centered, level, and parallel with lines of item being identified.

D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
   1. Do not use adhesives on exterior surfaces except where substrate cannot be penetrated.

E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
2.2 FIELD QUALITY CONTROL

A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION 260553
SECTION 260583 - WIRING CONNECTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Electrical connections to equipment.

1.2 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables.

B. Section 260533.13 - Conduit for Electrical Systems.

1.3 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.4 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 EQUIPMENT CONNECTIONS

A. Roof top units:
   1. Electrical Connection: Flexible conduit.
   2. Provide field-installed disconnect switch.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.2 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.

B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.

C. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

D. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION 260583
SECTION 263213 - ENGINE GENERATORS

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

A. Section 263600 - Transfer Switches.

1.2 REFERENCE STANDARDS


B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate compatibility of generator sets to be installed with work provided under other sections or by others.

   a. Transfer Switches: See Section 263600.

1.4 QUALITY ASSURANCE

A. Comply with the following:

1. NFPA 70 (National Electrical Code).

2. NFPA 37 (Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines).

B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

END OF SECTION 263213
SECTION 263600 - TRANSFER SWITCHES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Transfer switches for low-voltage (600 V and less) applications and associated accessories:
   1. Automatic transfer switches.

1.2 RELATED REQUIREMENTS

A. Section 260526 - Grounding and Bonding for Electrical Systems.
B. Section 260529 - Hangers and Supports for Electrical Systems.
C. Section 260553 - Identification for Electrical Systems: Identification products and requirements.
D. Section 263213 - Engine Generators: For interface with transfer switches.

1.3 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2018.
E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
G. UL 1008 - Transfer Switch Equipment; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate compatibility of transfer switches to be installed with work provided under other sections or by others.
   2. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances required by NFPA 70.
   3. Coordinate arrangement of equipment with the dimensions and clearance requirements of the actual equipment to be installed.
4. Coordinate the work with placement of supports, anchors, etc. required for mounting.
5. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Where work of this section involves interruption of existing electrical service, arrange service interruption with Owner.

1.5 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product, including ratings, configurations, dimensions, finishes, weights, service condition requirements, and installed features.

B. Specimen Warranty: Submit sample of manufacturer's warranty.

C. Source quality control test reports.

1.6 QUALITY ASSURANCE

A. Comply with the following:
   1. NFPA 70 (National Electrical Code).
   2. NFPA 110 (Standard for Emergency and Standby Power Systems); meet requirements for Level 2 system.

B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store transfer switches in accordance with manufacturer's instructions.

B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

C. Handle carefully in accordance with manufacturer's instructions to avoid damage to transfer switch components, enclosure, and finish.

1.8 FIELD CONDITIONS

A. Maintain field conditions within manufacturer's required service conditions during and after installation.

1.9 WARRANTY

A. Provide minimum one year manufacturer warranty covering repair or replacement due to defective materials or workmanship.
PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Transfer Switches - Basis of Design: ASCO.

B. Transfer Switches - Other Acceptable Manufacturers:

C. Products other than basis of design are subject to compliance with specified requirements and prior approval of Engineer. By using products other than basis of design, Contractor accepts responsibility for costs associated with any necessary modifications to related work, including any design fees.

2.2 TRANSFER SWITCHES

A. Provide complete power transfer system consisting of all required equipment, conduit, boxes, wiring, supports, accessories, system programming, etc. as necessary for a complete operating system that provides the functional intent indicated.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Applications:
   1. Utilize open transition transfer unless otherwise indicated or required.
   2. Neutral Switching (Single Phase, Three Wire and Three Phase, Four Wire Systems):
      a. Unless otherwise indicated or required, provide neutral switching:

D. Construction Type: Either "contactor type" (open contact) or "breaker type" (enclosed contact) transfer switches complying with specified requirements are acceptable.

E. Automatic Transfer Switch:
   1. Transfer Switch Type: As indicated on the drawings.
   2. Voltage: As indicated on the drawings.
   3. Ampere Rating: As indicated on the drawings.

F. Comply with NEMA ICS 10 Part 1, and list and label as complying with UL 1008 for the classification of the intended application (e.g. emergency, optional standby).

G. Do not use double throw safety switches or other equipment not specifically designed for power transfer applications and listed as transfer switch equipment.

H. Load Classification: Classified for total system load (any combination of motor, electric discharge lamp, resistive, and tungsten lamp loads with tungsten lamp loads not exceeding 30 percent of the continuous current rating) unless otherwise indicated or required.
I. Switching Methods:
1. Open Transition:
   a. Provide break-before-make transfer without a neutral position that is not connected to either source, and with interlocks to prevent simultaneous connection of the load to both sources.
2. Neutral Switching: Either simultaneously switched neutral (break-before-make) or overlapping neutral (make-before-break) methods are acceptable.
3. Obtain control power for transfer operation from line side of source to which the load is to be transferred.

J. Service Conditions: Provide transfer switches suitable for continuous operation at indicated ratings under the service conditions at the installed location.

K. Enclosures:
1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
   a. Indoor Clean, Dry Locations: Type 1 or Type 12.
2. Finish: Manufacturer's standard unless otherwise indicated.

L. Short Circuit Current Rating:
1. Withstand and Closing Rating: Provide transfer switches, when protected by the supply side overcurrent protective devices to be installed, with listed withstand and closing rating not less than the available fault current at the installed location as indicated on the drawings.

M. Automatic Transfer Switches:
1. Description: Transfer switches with automatically initiated transfer between sources; electrically operated and mechanically held.
2. Control Functions:
   a. Automatic mode.
   b. Test Mode: Simulates failure of primary/normal source.
   c. Voltage and Frequency Sensing:
      1. Undervoltage sensing for each phase of primary/normal source; adjustable dropout/pickup settings.
      2. Undervoltage sensing for alternate/emergency source; adjustable dropout/pickup settings.
      3. Underfrequency sensing for alternate/emergency source; adjustable dropout/pickup settings.
   d. Outputs:
      1. Contacts for engine start/shutdown (except where direct generator communication interface is provided).
      2. Auxiliary contacts; one set(s) for each switch position.
   e. Adjustable Time Delays:
1. Engine generator start time delay; delays engine start signal to override momentary primary/normal source failures.
2. Transfer to alternate/emergency source time delay.
3. Retransfer to primary/normal source time delay.
4. Engine generator cooldown time delay; delays engine shutdown following retransfer to primary/normal source to permit generator to run unloaded for cooldown period.

- f. In-Phase Monitor (Open Transition Transfer Switches): Monitors phase angle difference between sources for initiating in-phase transfer.
- g. Engine Exerciser: Provides programmable scheduled exercising of engine generator selectable with or without transfer to load; provides memory retention during power outage.

3. Status Indications:
   - a. Connected to alternate/emergency source.
   - b. Connected to primary/normal source.
   - c. Alternate/emergency source available.

4. Automatic Sequence of Operations:
   - a. Upon failure of primary/normal source for a programmable time period (engine generator start time delay), initiate starting of engine generator where applicable.
   - b. When alternate/emergency source is available, transfer load to alternate/emergency source after programmable time delay.
   - c. When primary/normal source has been restored, retransfer to primary/normal source after a programmable time delay. Bypass time delay if alternate/emergency source fails and primary/normal source is available.
   - d. Where applicable, initiate shutdown of engine generator after programmable engine cooldown time delay.

2.3 SOURCE QUALITY CONTROL

A. Perform production tests on transfer switches at factory to verify operation and performance characteristics prior to shipment. Include certified test report with submittals.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.
B. Verify that the ratings and configurations of transfer switches are consistent with the indicated requirements.
C. Verify that rough-ins for field connections are in the proper locations.
D. Verify that mounting surfaces are ready to receive transfer switches.
E. Verify that conditions are satisfactory for installation prior to starting work.
3.2 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).
B. Install products in accordance with manufacturer's instructions.
C. Arrange equipment to provide minimum clearances and required maintenance access.
D. Provide required support and attachment in accordance with Section 260529.
E. Install transfer switches plumb and level.
F. Provide grounding and bonding in accordance with Section 260526.
G. Identify transfer switches and associated system wiring in accordance with Section 260553.

3.3 FIELD QUALITY CONTROL

A. Prepare and start system in accordance with manufacturer's instructions.
B. Automatic Transfer Switches:
   1. Inspect and test in accordance with NETA ATS, except Section 4.
   2. Perform inspections and tests listed in NETA ATS, Section 7.22.3. The insulation-resistance tests listed as optional are not required.
C. Correct defective work, adjust for proper operation, and retest until entire system complies with Contract Documents.

3.4 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.5 CLOSEOUT ACTIVITIES

A. Demonstration: Demonstrate proper operation of transfer switches to Owner, and correct deficiencies or make adjustments as directed.

3.6 PROTECTION

A. Protect installed transfer switches from subsequent construction operations.

END OF SECTION 263600