

Install Single Generator Backup
Ozark Correctional Center
Fordland, Missouri

Designed By: True Engineering Group

1200 E. Woodhurst Dr., Building P

Springfield, MO 65804

Date Issued: February 14, 2025

Project No.: C2414-01

STATE of MISSOURI

OFFICE of ADMINISTRATION
Facilities Management, Design and Construction

#### SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: C2414-01

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:



#### ELECTRICAL ENGINEER OF RECORD

True Engineering Group 1200 E. Woodhurst Dr. Ste P Springfield, MO 65804 417.708.7025 Missouri State Certificate of Authority # E-2016000752

Jacob Nelson, PE MO# PE-2009018758



# **CIVIL ENGINEER OF RECORD** (Sheet C-102 - Grading)

Toth and Associates, Inc. 1550 E. Republic Road Springfield, MO 65804 417.888.0645 Missouri State Certificate of Authority # E-2004004242-D

02/14/2025

Shawn Barry, PE MO# PE-2009001053

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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:

	<b>TITLE</b>	SHEET #	<b>DATE</b>	CAD#
1.	Title Sheet	Sheet G-001	02/14/2025	G-TIT-001
2.	Site Improvement Plan	Sheet C-100	02/14/2025	C-SP-100
3.	Enlarged Site Improvement Plan	Sheet C-101	02/14/2025	C-SP-101
4.	Grading Plan	Sheet C-102	02/14/2025	C-SP-102
5.	Demo Site Electrical Plan	Sheet E-001	02/14/2025	E-DP-001
6.	Site Electrical Plan	Sheet E-100	02/14/2025	E-SP-100
7.	Electrical Plan	Sheet E-101	02/14/2025	E-FP-101
8.	Electrical Risers	Sheet E-200	02/14/2025	E-DG-200
9.	Electrical Details	Sheet E-201	02/14/2025	E-DT-201
10.	Switchgear Details	Sheet E-202	02/14/2025	E-DT-202
11.	MV Electrical Details	Sheet E-203	02/14/2025	E-DT-203
12.	Electrical Schedules	Sheet E-300	02/14/2025	E-SH-300

#### **END OF SECTION 000115**

List of Drawings 00 01 15 - 1

#### **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. Install Single Generator Backup

Ozark Correctional Center Fordland, Missouri **Project No.: C2414-01** 

#### 3.0 BIDS WILL BE RECEIVED:

A. Until: 1:30 PM, April 22, 2025

B. Only electronic bids sent to FMDCBids@oa.mo.gov shall be accepted: (See Instructions to Bidders for further detail)

#### 4.0 DESCRIPTION:

A. Scope: The project includes installing a single backup generator to supply electrical power to the entire complex during a utility power

outage. The work will include installing a diesel generator, pad-mount medium voltage transformers, and a medium voltage switchgear automatic transfer switch. Site work including grading, concrete, and paving will be required for the new generator

pad.

B. MBE/WBE/SDVE Goals: MBE 0%, WBE 0%, and 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.

#### 5.0 PRE-BID MEETING:

- A. Place/Time: 10:00 AM, April 9, 2025, at Ozark Correctional Center Maintenance Building, 929 Honor Camp Lane Fordland, MO 65652
- 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 \$200.00 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, <a href="https://www.adsplanroom.net">https://www.adsplanroom.net</a>. 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: <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a>.

#### 7.0 POINT OF CONTACT:

- A. Designer: True Engineering Group, Jacob Nelson, 417-708-7025, email: nelson@true-mep.com
- B. Project Manager: Shannon Thompson, 573-257-7137, email: shannon.thompson@oa.mo.gov

#### 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 <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a> after it is verified that at least one bid is awardable and affordable.

#### **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 must adhere to requirements in Section 013513 Site Security and Health Requirements as applicable per Agency.
- 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 one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, subcontractors and suppliers, bidding documents are available on the Owner's website at <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a>.

#### 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 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 successful Bidder (contractor) to fulfill every detail of the requirements of the contract, nor accepted as a basis for any claims for extra compensation or time extension.
- B. Under no circumstances will Bidders give their plans and specifications to other Bidders. It is highly encouraged, but not required, that all Bidders be on the official planholders list to receive project updates including but not limited to any addenda that are issued during the bidding process.

#### 4.0 - INTERPRETATIONS

- A. No Bidder shall be entitled to rely on oral or written representations from any person as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction.
- B. Bidders shall make all requests for interpretations in writing and submit all requests to the Project Designer and Project Manager identified in Section 007300 Supplementary Conditions with all necessary supporting documentation no less than five (5) working days before opening of bids. Responses to requests for interpretation will be issued via a written addendum and will be sent as promptly as is practicable to all official planholders and posted on the Owner's website. All such addenda shall become part of the bid and contract documents.
- C. Bidders shall make all requests for an "Acceptable Substitution" on the Section 006325 Substitution Request Form. The request shall be emailed to the Project Designer and Project Manager identified in Section 007300 Supplementary Conditions no less than five (5) working days before opening of bids. Responses to requests for substitutions will be issued via a written addendum and will be sent as promptly as is practicable to all official planholders and posted on the Owner's website. All such addenda shall become part of the bid and contract documents.
- D. An "Acceptable Substitution" requested after the award of bid will only be approved if proven to the satisfaction of the Owner and the Designer 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 and all requests of this nature must be submitted in accordance with Article 3.1 of the General Conditions.

#### 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 on the bid documents or the bid will be rejected for being non-responsive.
- B. Depending on the specific project requirements, **the following is a GENERIC list** of all possible bid forms that may be due with bid submittals. Bidders must verify each specific project's requirements in Section 004113 to ensure they have provided all the required documentation with their submission.

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	
004545	Anti-Discrimination Against Israel Act Certification form	

- C. The Bidder shall submit its bid on the forms provided by the Owner in the same file format (PDF) with each space fully and properly completed, typewritten or legibly printed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner will reject bids that are not on the Owner's forms or that do not contain all requested information. All forms can be found on the Owner's website at <a href="https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans">https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans</a> and shall be submitted with your bid to <a href="mailto:FMDCBids@oa.mo.gov">FMDCBids@oa.mo.gov</a>.
- D. All bids shall be submitted without additional terms and conditions, modifications, or reservations. The completed forms should not include interlineations, alterations, or erasures. Bids not in compliance with the requirements of this paragraph will be rejected as non-responsive.
- E. 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 in the bid documents in Section 004113. Failure of the Bidder to submit the duly authorized bid bond or 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 bid closing or if the Bidder, within ten (10) working days after notification of award, refuses or is unable to 1) execute the tendered contract, 2) provide an acceptable performance and payment bond, or 3) provide evidence of required insurance coverage.
- F. The bid bond 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.

#### **6.0 - SIGNING OF BIDS**

- A. 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. If the Bidder is an entity organized in a state other than Missouri, the Bidder must provide a Certificate of Authority to do business in the State of Missouri.
- B. If the successful Bidder is doing business in the State of Missouri under a fictitious name, the Bidder 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.
- C. A bid from an individual shall be signed as noted on the Bid Form.
- D. 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.
- E. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.
- F. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual and the corporate license number shall be provided. In addition, for corporate proposals, the President or Vice-President listed per the current filing with the Missouri Secretary of State should sign as the Bidder. If the signatory is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signatory has the legal authority to bind the corporation.

#### 7.0 - RECEIVING BID SUBMITTALS

- A. It is the Bidder's sole responsibility to ensure receipt of the bid submittals by Owner on or before the date and time specified in the Invitation for Bid or as modified via written addenda. Bids received after the date and time specified will not be considered by the Owner.
- B. All bids shall be received via email at <a href="mailto:FMDCBids@oa.mo.gov">FMDCBids@oa.mo.gov</a> and bids received by the Owner through any other means, including hard copies, will not be considered, and will be discarded by the Owner unopened.

#### 8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw a bid at any time prior to the 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. Bidder may modify a bid until the scheduled closing time by sending a revised bid to <a href="mailto:FMDCBids@oa.mo.gov">FMDCBids@oa.mo.gov</a> with a note in the subject line and body of the email that it is a revised bid. All revised bids must be submitted to <a href="mailto:FMDCBids@oa.mo.gov">FMDCBids@oa.mo.gov</a>, revised bids sent any other way will not be considered.

#### 9.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work including, but not limited to, contracts for the furnishing and installation of furniture, equipment, machinery, appliances and other apparatuses.
- C. The Owner will award a contract to the lowest, responsive, and responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- 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 lowest, responsive, responsible bidder.
- E. No award shall be considered binding upon the Owner until the written contract has been properly executed and the following documentation has been provided: 1) performance and payment bond consistent with Article 6.1 of the General Conditions; 2) proof of the required insurance coverage; 3) an executed Section 004541 Affidavit of Work Authorization form; and 4) documentation evidence enrollment and participation in a federal work authorization program.
- F. Failure to execute and return the contract and associated documents within the prescribed period 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.
- G. 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.
- H. 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. 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 <a href="https://www.uscis.gov/e-verify/">https://www.uscis.gov/e-verify/</a>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.
- The successful Bidder must be registered in MissouriBUYS powered by MOVERS at <u>https://missouribuys.mo.gov/supplier-registration#</u> as an approved vendor prior to being issued a contract.

#### 10.0 - CONTRACT SECURITY

A. The successful Bidder shall furnish a performance/payment bond as set forth in General Conditions Article 6.1 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, manufacturer, or suppliers 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. 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 or if more than one subcontractor is listed for any category without designating the portion of work to be performed by each, 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:
  - 1. Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday, Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

#### 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 Bidder'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 - ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

A. If the Bidder meets the section 34.600, RSMo., definition of a "company" and the Bidder has ten or more employees, the Bidder must certify in writing that the Bidder is not currently engaged in a boycott of goods or services from the State of Israel and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The Bidder is required to complete and submit the applicable portion of Section 004545 - Anti-Discrimination Against Israel Act Certification with its Bid Form. The applicable portion of the exhibit must be submitted prior to execution of a contract by the Owner and issuance of Notice to Proceed.

#### 15.0 - 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.
  - 4. "WBE" means a Women's Business Enterprise.
  - 5. "WOMEN'S BUSINESS ENTERPRISE" has the same meaning as set forth in section 37.020, RSMo.
  - 6. "SDVE" means a Service-Disabled Veterans Enterprise.
  - 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 nonresponsive, and its bid shall be rejected.
  - 2. The Bidder should submit with its bid all 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 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 Prime Bidder that qualifies as an SDVE shall receive a three-percentage 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 will become 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.
- 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.) 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 performing, managing and supervising the work or providing supplies or manufactured materials.

#### D. 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 Equal Opportunity or by the Federal U.S. Small Business Administration directory.
- 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 <a href="https://apps1.mo.gov/MWBCertifiedFirms/">https://apps1.mo.gov/MWBCertifiedFirms/</a>. The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Office of Equal Opportunity online SDVE directory at <a href="https://oeo.mo.gov/sdve-certification-program/">https://oeo.mo.gov/sdve-certification-program/</a> or the Federal U.S. Small Business Administration directory <a href="https://veterans.certify.sba.gov/#search">https://veterans.certify.sba.gov/#search</a>.
- 3. Additional information, clarifications, or other information regarding the MBE/WBE/SDVE listings in the directories may be obtained by contacting 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 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 granted a waiver and will be considered 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;
- 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;

#### 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 in the 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 nonresponsive 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 the 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 in writing.
- 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.



# State of Missouri Construction Contract

**THIS AGREEMENT** is 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.

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: Install Single Generator Backup

Ozark Correctional Center Fordland, Missouri

Project Number: C2414-01

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 **400 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 \$1,000** 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:

Accepted Alternates, if applicable to the Project and accepted by the Owner.

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

#### ARTICLE 5. PREVAILING WAGE RATE

MISSOURI PREVAILING WAGE LAW (Sections 290.210 to 290.340, RSMo): The Contractor shall pay not less than the specified hourly rate of wages, as set out in the wage order attached to and made part of the specifications for work under this contract, to all workers performing work under the contract, in accordance with sections 290.210 to 290.340, RSMo. The Contractor shall forfeit a penalty to the Owner of one hundred dollars per day (or portion of a day) for each worker that is paid less than the specified rates for any work done under the contract by the Contractor or by any subcontractor, in accordance with section 290.250, RSMo.

DAVIS-BACON ACT: If this Project is financed in whole or in part from Federal funds (as indicated in the Instructions to Bidders or other bid or contract documents for this Project), then this contract shall be subject to all applicable federal labor statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. \$3141 et seq., and the "Federal Labor Standards Provisions," as further set forth in Section 007333 -Supplementary General Conditions for Federally Funded/Assisted Construction Projects, which is incorporated into the contract by reference. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this contract, the Contractor and all Subcontractors shall pay the greater of the wages required under either law, on a classification-by-classification basis.

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

The Contractor has been granted a waiver of the 0% MBE and 0% 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

The following documents are hereby incorporated into this contract by reference (all division/section numbers and titles are as utilized in the Project Manual published by the Owner for this Project):

- 1. Division 0 Procurement and Contracting Information, including, but not limited to:
  - a. Invitation for Bid (Section 001116)
  - b. Instructions to Bidders (Section 002113)
  - Supplementary Instructions to Bidders (if applicable) (Section 002213)
  - The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:

- i. Bid Form (Section 004113)
- ii. Proposed Contractors Form (Section 004336)
- iii. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
- iv. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
- v. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
- vi. Missouri Service Disabled Veteran Business Form (Section 004340)
- vii. Affidavit of Work Authorization (Section 004541)
- viii. Affidavit for Affirmative Action (Section 005414), if applicable
- e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
- f. General Conditions (Section 007213)
- g. Supplementary Conditions (Section 007300)
- h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333), if applicable
- i. Wage Rate(s) (Section 007346)
- 2. Division 1 General Requirements
- 3. All Drawings identified in the Project Manual
- 4. All Technical Specifications included in the Project Manual
- 5. Addenda, if applicable

#### **ARTICLE 8 – CERTIFICATION**

By signing this contract, the Contractor hereby re-certifies compliance with all legal requirements set forth in Section 6.0, Bidder's Certifications of the Bid Form.

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

# Brian Yansen, Director Division of Facilities Management, Design and Construction 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

Bond	No.	
------	-----	--

#### SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESH	PRESENTS, THAT we		
as principal, and			
		or Surety are held and firmly	bound unto the
STATE OF MISSOURI. in the	sum of	Dollars (\$	)
for payment whereof the Princi	pal and Surety bind themselves, the	ir heirs, executors, administrators and so	accessors, jointly
and severally, firmly by these p	resents.		
WHEREAS the Principal has	hy means of a written agreement da	ted the	
		, enter into a contract with the State	
day or	,20	, enter into a contract with the State	of Wilssouti for
	(Insert Project T	itle 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.

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:

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

**NOTE**: Surety shall attach Power of Attorney



# STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

PRODUCT SUBSTITUT	ION REQUEST	
PROJECT TITLE AND LOCATION		
CHECK APPROPRIATE BOX		
SUBSTITUTION PRIOR TO BID (Minimum of (5) working days prior to re	OPENING ceipt of Bids as per Article 4 – Instructions to	3idders)
SUBSTITUTION FOLLOWING A	NWARD otice to Proceed as per Article 3 – General Cor	nditions)
FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)	<u>'</u>	
TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)		
Bidder/Contractor hereby requests acceptorovisions of Division One of the Bidding		ns as a substitution in accordance with
SPECIFIED PRODUCT OR SYSTEM		
SPECIFICATION SECTION NO.		
SUPPORTING DATA		
	is attached (include description of product, sta le will be sent, if requested	ndards, performance, and test data)
QUALITY COMPARISON	wiii be sent, ii requested	
QUALITI COMI AIGON	SPECIFIED PRODUCT	SUBSTITUTION REQUEST
NAME, BRAND	GI EGII IEB I NOBGOT	- COBOTTO HOTTINE (COECIT
CATALOG NO.		
MANUFACTURER		
VENDOR		
PREVIOUS INSTALLATIONS		
PROJECT	ARCHITECT/ENGINEER	
LOCATION		DATE INSTALLED
SIGNIFICANT VARIATIONS FROM SPECIFIED PR	RODUCT	
-		

REASON FOR SUBSTITUTION		
DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?		
☐ YES ☐ NO		
IF YES, EXPLAIN		
SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK  YES NO		
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	<u>I</u>	
Resubmit Substitution Request with the following additional information:		
Substitution is accepted.		
Substitution is accepted with the following comments:		
Substitution is not accepted.		
ARCHITECT/ENGINEER	DATE	

PROJECT NUMBER

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)		
(NEDICES S. T. NEGEST)		
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:		
<ol> <li>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.</li> <li>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.</li> <li>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.</li> </ol>		
DATED this day of , 20 .		
NAME OF SUBCONTRACTOR		
BY (TYPED OR PRINTED NAME)		
SIGNATURE		
TITLE		

ORIGINAL: FILE/Closeout Documents



#### STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

	PROGRESS	DEDODT
VBE/511VE	. PK!    *   K   2 2 2	REPURI

Remit with <u>ALL</u> Progress and Final Payments
(Please check appropriate box) CONSULTANT CONSTRUCTION

PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL	DATE

· ·	11 1 ,				
PROJECT TITLE					
PROJECT LOCATION					
SIDM					
FIRM					
ORIGINAL CONTRACT SUM (Same as Line Item 1. on Form A of Application for Payment) \$			TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment)		
THE TOTAL MBE/ ORIGINAL CONTI		PATION DOLLAR AMO	OUNT OF THIS PF	ROJECT AS INI	DICATED IN THE
SELECT MBE, WBE, SDVE	ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	CONTRACTOR	ANT/SUBCONS L/SUBCONTRA COMPANY NAI	CTOR/SUPPLIER
☐ MBE ☐ WBE ☐ SDVE	\$	\$			
☐ MBE ☐ WBE ☐ SDVE	\$	\$			
☐ MBE ☐ WBE ☐ SDVE	\$	\$			
☐ MBE ☐ WBE ☐ SDVE	\$	\$			
☐ MBE ☐ WBE ☐ SDVE	\$	\$			
☐ MBE ☐ WBE ☐ SDVE	\$	\$			

Revised 06/2023

#### **INSTRUCTIONS FOR MBE/WBE/SDVE PROGRESS REPORT**

#### CONTRACTOR OR CONSULTANT TO FILL OUT AND REMIT WITH EACH PAY APPLICATION:

The MBE/WBE/SDVE Progress Report for the project is issued with the contract comprising values reported in the consultant's Proposal or on the successful contractor's Section 004337 Compliance Evaluation Forms.

At Initial Pay Application fill in the following:

- 1. Pay App No. Start with 1.
- 2. Fill in the Project Number and Date.
- 3. Enter Project Title, Project Location, and Firm.
- 4. Fill in the "Original Contract Sum" and "Total Contract Sum To Date" (Reference applicable Line Items on Form A of Application for Payment).
- 5. Indicate the Total Participation Dollar Amount from the Original Contract.
- 6. Select MBE, WBE, or SDVE for each Consultant/Subconsultant or Contractor/Subcontractor/Supplier.
- 7. Enter the "Total Amount of Subcontract", "\$ Amount (Paid-To-Date)", and Company Name.

For all subsequent Pay Applications fill in the following:

- 1. Pay App No.
- 2. If Final Pay App, check box.
- 3. Fill in the Project Number and Date.
- 4. Enter Project Title, Project Location, and Firm
- 5. At each Pay App fill in the "Original Contract Sum" and "Total Contract Sum To Date" (reference applicable Line Items on Form A of Application for Payment).
- 6. Indicate the Total Participation Dollar Amount from the Original Contract.
- 7. Select MBE, WBE, or SDVE for each Consultant/Subconsultant or Contractor/Subcontractor/Supplier
- 8. Enter the "Total Amount of Subcontract", "\$ Amount (Paid-To-Date)", and Company Name.



# STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW

PROJECT NUMBER	

State of	personally car			
		(NAN	ME)	
	of	fthe		
(POSITION) (a corporation) (a partner	rship) (a proprietorship) a	(NAME OF THE COM and after being duly sworn	,	all provisions
and requirements set out	t in Chapter 290, Section	ns 290.210 through and inc	cluding 290.340, Missour	i Revised
Statutes, pertaining to the	e payment of wages to w	vorkmen employed on pub	olic works project have be	en fully satisfied
and there has been no e	xception to the full and c	ompleted compliance with	said provisions and requ	irements
and with Wage Determin	nation No:		issued by the	
Department of Labor and	d Industrial Relations, Sta	ate of Missouri on the	day of	20
in carrying out the contra	act and working in connec	ction with		
in carrying out the central	iot and working in comic	(NAME OF PROJECT)		
Located at		in		County
(NAME OF THE II	NSTITUTION)			
Missouri, and completed	on the	day of	20	
SNATURE				
SNATURE				
OTARY INFORMATION DTARY PUBLIC EMBOSSER OR	STATE		COUNTY (OR CITY OF ST	T. LOUIS)
OTARY INFORMATION	STATE		COUNTY (OR CITY OF ST	T. LOUIS)
OTARY INFORMATION DTARY PUBLIC EMBOSSER OR	STATE SUBSCRIBED AND SWORN	BEFORE ME, THIS		· 
OTARY INFORMATION DITARY PUBLIC EMBOSSER OR	SUBSCRIBED AND SWORN DAY	OF YEAR	COUNTY (OR CITY OF ST	· 
OTARY INFORMATION DTARY PUBLIC EMBOSSER OR	SUBSCRIBED AND SWORN	OF YEAR		· 
OTARY INFORMATION DTARY PUBLIC EMBOSSER OR	SUBSCRIBED AND SWORN DAY	OF YEAR RE MY COMMISSION EXPIRES		· 

FILE: Closeout Documents

#### **GENERAL CONDITIONS**

#### **INDEX**

#### ARTICLE:

- 1. General Provisions
  - 1.1. Definitions
  - 1.2. Drawings and Specifications
  - 1.3. Compliance with Laws, Permits, Regulations and Inspections
  - 1.4. Nondiscrimination in Employment
  - 1.5. Anti-Kickback
  - 1.6. Patents and Royalties
  - 1.7. Preference for American and Missouri Products and Services
  - 1.8. Communications
  - 1.9. Separate Contracts and Cooperation
  - 1.10. Assignment of Contract
  - 1.11. Indemnification
  - 1.12. Disputes and Disagreements
- 2. Owner/Designer Responsibilities
- 3. Contractor Responsibilities
  - 3.1. Acceptable Substitutions
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  - 4.2. Changes in Completion Time
- 5. Construction and Completion
  - 5.1. Construction Commencement
  - 5.2. Project Construction
  - 5.3. Project Completion
  - 5.4. Payments
  - **6.** Bond and Insurance

- 6.1. Bond
- 6.2. Insurance
- 7. Termination or Suspension of Contract
  - 7.1. For Site Conditions
  - 7.2. For Cause
  - 7.3. For Convenience

#### **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**

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.
- 7. "DIVISION": Shall mean the Division of Facilities Management, Design and Construction, State of Missouri.

- 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. Acting by and through the Office of Administration, Division of Facilities Management, Design and Construction.
- 11. **"PROJECT"**: Wherever the term "Project" is used, it shall mean the work required to be completed by the construction contract.
- 12. "PROJECT MANUAL": The "Project shall consist of Introductory Manual" Information, Invitation for Bid, Instructions to Bidders. Bid Documents. Additional Information, Standard Forms, General Conditions, Supplemental General Conditions, General Requirements and Technical Specifications.
- 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": All supervision, labor, materials, tools, supplies, equipment, and any incidental operations and/or activities required by or reasonably inferable from the Contract Documents necessary to construct the Project and to produce the results intended by the Contract Documents 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.
- 15. "WORKING DAYS": are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

# 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 conflict between structural and mechanical drawings, structural drawings shall govern.
- 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 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 ensure 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; selection for training. including The Contractor and his apprenticeship. Subcontractors will give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements under this clause to any labor union with which they have bargaining or other agreements.

B. 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

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.
- 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

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 for correcting such work without additional compensation.
- 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

The Contractor shall register and utilize the Owner's eBuilder digital project management system for submission of documents described in the following sections. This includes but is not limited to submittals as required by designer, payment applications, Request for Information (RFI), construction change orders, Request for Proposals (RFP), Designer Supplemental Instructions (DSI), etc.

#### **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 onsite 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

 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, or insufficient maintenance. improper improper operation, or normal wear and tear under normal usage. If required by the Contractor Owner, the 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:
  - 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.
  - 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.
  - 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 ensure 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 placing concrete or burying underground utilities, pipelines, etc.
- 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.

- 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 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.
- 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 accordance with the drawings 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 subject to the following limits: (a) the percentage mark-up for the Contractor shall be limited to the Contractor's fee: (b) fifteen percent (15%) maximum for Work directly performed by employees of a subcontractor, or subsubcontractor; (c) five percent (5%) maximum for the Work performed or passed through to the Owner by the Contractor; (d) five percent (5%) maximum subcontractor's mark-up for

Work performed by a sub-subcontractor and passed through to the Owner by the subcontractor and Contractor; and (e) in no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty-five percent (25%) 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 Contractor's payment and performance bonding, builder's risk insurance, and general liability insurance to their cost of work. The above listed bonding and insurance cost shall not exceed two percent (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(s) 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 the same as those for additive Contract Changes provided above.
- 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."
    - 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 performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of

- Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.
- 3. 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 Day 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:
  - 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:
  - 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 may 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 be coverage will 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 contact 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 Reporting-Builder's Risk Form 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

personal injury, 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 their officers, officials, agents, consultants or employees.

#### 2. Automobile Insurance

The Owner, and their respective 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 or self-insurance

programs maintained by the designated additional insured's shall be in excess of the Contractor's insurance and shall not contribute with it.

Additionally, the Contractor and Contractor's automobile 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**

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:
  - 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 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.
- 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.
  - 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: Jacob Nelson

True Engineering Group

1200 E. Woodhurst Dr., Building P

Springfield, MO 65804 Telephone: 417-708-7025 Email: nelson@true-mep.com

Construction Representative: David Burkett

Division of Facilities Management, Design and Construction

730 S Wall Street Joplin, MO 64801

Telephone: 573-644-2442 Email: david.burkett@oa.mo.gov

Project Manager: Shannon Thompson

Division of Facilities Management, Design and Construction

301 West High Street, Room 730 Jefferson City, Missouri 65101 Telephone: 573-257-7137

Email: shannon.thompson@oa.mo.gov

Contract Specialist: April Howser

Division of Facilities Management, Design and Construction

301 West High Street, Room 730 Jefferson City, Missouri 65101 Telephone: 573-751-0053 Email: april.howser@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 5 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 5 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 SAFETY REQUIREMENTS

Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 31

Section 116
WEBSTER 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.

Original Signed by Todd Smith. Director

Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

**Prepared by Missouri Department of Labor and Industrial Relations** 

	***
	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Asbestos Worker	\$25.03*
Boilermaker	\$25.03*
Bricklayer-Stone Mason	\$52.71
Carpenter	\$49.19
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$25.03*
Plasterer	
Communication Technician	\$25.03*
Electrician (Inside Wireman)	\$25.03*
Electrician Outside Lineman	\$25.03*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.03*
Glazier	\$43.53
Ironworker	\$67.09
Laborer	\$43.32
General Laborer	7
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.03*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.03*
Group I	Ţ=3.03
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$25.03*
Plumber	\$25.03*
Pipe Fitter	ψ23.03
Roofer	\$42.29
Sheet Metal Worker	\$49.69
Sprinkler Fitter	\$25.03*
Truck Driver	\$25.03*
Truck Control Service Driver	Ψ20.00
Group I	
Group II	1
Group III	1
Group IV	
Croup IV	

<sup>\*</sup>The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.

	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Carpenter	\$25.03*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.03*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.25
General Laborer	
Skilled Laborer	
Operating Engineer	\$54.56
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$25.03*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

<sup>\*</sup>The Division of Labor Standards received fewer 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.

<sup>\*\*</sup>The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

#### **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 Generator Upgrades.
  - 1. Project Location: Ozark Correctional Center (929 Honor Camp Lane, Fordland, Missouri 65652).
  - 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 02/14/2025 were prepared for the Project by True Engineering Group LLC (1200 E. Woodhurst Drive, Suite P, Springfield, Missouri 65804).
- C. The Work consists of installing a single backup generator to supply electrical power to the entire complex during a utility power outage. The work will include installing a diesel generator, pad-mount medium voltage transformers, and a medium voltage switchgear automatic transfer switch. Site work including grading, concrete, and paving will be required for the new generator pad.
- D. The Work will be constructed under a single prime contract.

#### 1.3 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.

#### 1.4 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

Summary of Work 01 10 00 - 1

construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.

**PART 2 - PRODUCTS (Not Applicable)** 

**PART 3 - EXECUTION (Not Applicable)** 

**END OF SECTION 011000** 

Summary of Work 01 10 00 - 2

#### **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.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - Weather allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders 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.

Allowances 01 21 00 - 1

- 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 Change Order 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 ten (10) "bad weather" days.

#### **END OF SECTION 012100**

Allowances 01 21 00 - 2

#### SECTION 012300 - ALTERNATES

#### **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 governing Alternates.

#### 1.3 **DEFINITIONS**

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents..
  - 1. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. No additional time will be allowed for alternate work unless the number of work days is so stated on the bid form.

#### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate the Alternate Work into the Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: The award of the Contract will indicate whether alternates have been accepted or rejected.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

Alternates 01 23 00 - 1

#### **PART 2 - PRODUCTS (Not Applicable)**

#### **PART 3 - EXECUTION**

#### 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Add a remote annunciator in the control building to indicate generator status as indicated by details on the Drawings labeled "Alternate No. 1." Include all labor and materials including the remote annunciator unit, cabling, and power supply.
- B. Alternate No. 2: Add two (2) sectionalization cabinets as indicated by details on the Drawings labeled "Alternate No. 2." Include all labor and materials including the sectionalization cabinets, cable terminations, and accessories.

#### **END OF SECTION 012300**

Alternates 01 23 00 - 2

#### 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 1, Section 012200 "Unit Prices" for administrative requirements for using Unit Prices.
  - 3. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.
  - 4. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
  - 5. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order 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 Contactor 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 Change Order 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 Change Order Detailed Breakdown form. Subcontractors may use the appropriate Change Order 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 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

#### SECTION 013100 - COORDINATION

#### 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. Related Sections include the following:
  - 1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
  - 2. Articles 1.8.B and 1.8.C of Section 007213 "General Conditions" for coordinating meetings onsite.
  - 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.
  - 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.

- B. 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.
- C. 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.
- D. 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.

#### 1.5 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 Change Orders
    - e. Purchases
    - f. Deliveries
    - g. Submittals
    - h. Review of mockups
    - i. Possible conflicts
    - j. Compatibility problems
    - k. Time schedules
    - 1. Weather limitations
    - m. Manufacturer's written recommendations
    - n. Warranty requirements
    - o. Compatibility of materials
    - p. Acceptability of substrates

- q. Temporary facilities and controls
- r. Space and access limitations
- s. Regulations of authorities having jurisdiction
- t. Testing and inspecting requirements
- u. Installation procedures
- v. Coordination with other Work
- w. Required performance results
- x. Protection of adjacent Work
- y. Protection of construction and personnel
- z. Utility interruptions and/or shutdowns
- 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 013115 - PROJECT MANAGEMENT COMMUNICATIONS

#### 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.
- B. Division 1, Section 013300 Submittals
- C. Division 1, Section 012600 Contract Modification Procedures

#### 1.2 SUMMARY

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
  - 1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.
  - 2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited
- B. Support: E-Builder® will provide on-going support through on-line help files.
- C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.
  - 1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: https://oa.mo.gov/facilities/vendor-li

- <u>nks/contractor-forms</u>. Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.
- 2. Authorized users will be contacted directly and assigned a temporary user password.
- 3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- F. Administrative Users: Administrative users have access and control of user licenses and <u>all posted items</u>. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).
- G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:
  - 1. Document Integrity and Revisions:
    - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
    - b. The system shall make it easy to identify revised or superseded documents and their predecessors.
    - c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
  - 2. Document Security:
    - a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!
  - 3. Document Integration:
    - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
  - 4. Reporting:
    - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.

- 5. Notifications and Distribution:
  - a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
- 6. Required Document Types:
  - a. RFI, Request for Information.
  - b. Submittals, including record numbering by drawing and specification section.
  - c. Transmittals, including record of documents and materials delivered in hard copy.
  - d. Meeting Minutes.
  - e. Application for Payments (Draft or Pencil).
  - f. Review Comments.
  - g. Field Reports.
  - h. Construction Photographs.
  - i. Drawings.
  - j. Supplemental Sketches.
  - k. Schedules.
  - 1. Specifications.
  - m. Request for Proposals
  - n. Designer's Supplemental Instructions
  - o. Punch Lists
- H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than  $8\frac{1}{2} \times 11$  inches), all other  $8\frac{1}{2} \times 11$  inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
  - a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
  - b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
  - c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.
- I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction

Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

- 1. Providing suitable computer systems for each licensed user at the users normal work location<sup>1</sup> with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
- 2. Each of the above referenced computer systems shall have the following minimum system<sup>2</sup> and software requirements:
  - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
    - 1) Operating System: Windows XP or newer
    - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
    - 3) Minimum Recommend Connection Speed: 256K or above
    - 4) Processor Speed: 1 Gigahertz and above
    - 5) RAM: 512 mb
    - 6) Operating system and software shall be properly licensed.
    - 7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
    - 8) Adobe Acrobat Reader (current version is a free distribution for download).
    - 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

#### **PART 2 - PRODUCTS (Not Applicable)**

PART 3 - EXECUTION (Not Applicable.)

**END OF SECTION 013115** 

<sup>&</sup>lt;sup>1</sup> The normal work location is the place where the user is assigned for more than one-half of his time working on this project.

<sup>&</sup>lt;sup>2</sup> The minimum system herein will <u>not be sufficient</u> for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.

#### 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.
  - 1. The Schedule of Values must have the following line items included with the value of the item as indicated below:
    - a. Generator
    - b. Switchgear
    - c. Transformers
    - d. O&M's (Owner's Manual)
      - 1) \$1,000,000.00 (One million) and under 2% of the total contract amount
      - 2) Over \$1,000,000.00 (One million) 1% of the total contract amount
    - e. Close Out Documents
      - 1) \$1,000,000.00 (One million) and under 2% of the total contract amount
      - 2) Over \$1,000,000.00 (One million) 1% of the total contract amount

f. General Conditions

#### 1) No more than 10%

- 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 (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) 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. Generator, Switchgear, and Transformer lead times
  - 4. Un-interruptible services
  - 5. Site restrictions
- 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
  - Purchases
  - 4. Deliveries
  - 5. Installation
  - 6. Startup and placement into final use and operation
- D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a story of construction, a separate building, or a similar significant construction element.
  - 1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Completion of site work
    - b. Completion of the electrical portion of the Work
    - c. Substantial Completion

#### 3.3 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. Requirements for taking samples
- 9. Unique characteristics of each service
- C. Distribution: Distribute the schedule to the Owner, Architect, 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.
- B. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.

#### 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.

Submittals 01 33 00 - 1

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.

Submittals 01 33 00 - 2

- 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".

#### 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.

Submittals 01 33 00 - 3

- 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.

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
033000	Cast-in-Place Concrete (Mix Design)	Shop Drawings
033000	Cast-in-Place Concrete	Product Data
260513	Medium-Voltage Cables	Product Data
260513	Medium-Voltage Cables (Manufacturers Instructions)	Operation / Maintenance Manual
260519	Low-Voltage Electrical Power Conductors and Cables	Product Data
260526	Grounding and Bonding for Electrical Systems	Product Data
260533.13	Conduit for Electrical Systems	Product Data
260533.13	Conduit for Electrical Systems	Shop Drawings
260533.16	Boxes for Electrical Systems	Product Data
260553	Identification for Electrical Systems	Product Data

Submittals 01 33 00 - 4

261219	Pad-Mounted, Liquid-Filled, Medium-Voltage Transformers	Product Data
261219	Pad-Mounted, Liquid-Filled, Medium-Voltage Transformers	Shop Drawings
261219	Pad-Mounted, Liquid-Filled, Medium-Voltage Transformers	Operation / Maintenance Manual
261336	Paralleling Medium-Voltage Switchgear	Shop Drawings
261336	Paralleling Medium-Voltage Switchgear (Data)	Operation / Maintenance Manual
261336	Paralleling Medium-Voltage Switchgear (Materials)	Operation / Maintenance Manual
261336	Paralleling Medium-Voltage Switchgear	Warranty
262416	Panelboards	Product Data
262416	Panelboards	Shop Drawings
262726	Wiring Devices	Product Data
263213	Engine Generators	Product Data
263213	Engine Generators	Shop Drawings
263213	Engine Generators (Storage Tank Calculations)	Test Report
263213	Engine Generators (Installer and/or Maintenance Qualifications)	Certification
263213	Engine Generators (Emissions Certification)	Certification
263213	Engine Generators (Source Quality Control)	Test Report
263213	Engine Generators (NFPA 110 Documentation)	Certification
263213	Engine Generators (Field Testing Procedures)	Operation / Maintenance Manual
263213	Engine Generators (Field Quality Control)	Test Report
263213	Engine Generators	Operation / Maintenance Manual
263213	Engine Generators	Warranty
265600	Exterior Lighting	Product Data
329219	Seeding	Product Data

# END OF SECTION 013300

Submittals 01 33 00 - 5

## SECTION 013513.16 - SITE SECURITY AND HEALTH REQUIREMENTS (DOC)

#### **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. Revise list to include all required submittals.
  - 4. 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.
  - 5. Tuberculin skin test results for all employees required to be tested as set forth below.

# 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. The Contractor shall provide Facility Representatives notice twenty-four (24) hours prior to any possible vehicle entry and/or required escort. The Contractor shall maintain a time log of any delays in gaining entrance to the Facility due to lack of an escort,

which is to be submitted monthly with the Contractor's pay request materials. The purpose of this log is to establish a basis for a contract change, if required. The log shall contain the date and time of delay, date and time of request of entry, workers delayed (name and occupation), and name of the Facility Representative to whom the request was made, if possible. Any delay in entry must be validated by sallyport and pass office personnel at the Facility. Only delays greater than thirty (30) minutes will be considered for a contract change. A 30-minute delay upon arrival with a vehicle to enter the sallyport should be expected.

#### 3.2 RULES OF THE FACILITY

- A. The Contractor and its workers shall observe the following rules:
  - 1. There shall be no fraternization with inmates.
  - 2. No intoxicating beverages or illegal drugs shall be brought onto Facility grounds.
  - 3. No firearms, other weapons, or explosives shall be carried onto Facility grounds.
  - 4. No prescription drugs above one day's dosage shall be carried on Facility grounds.
  - 5. Any vehicle or individual is subject to search at any time while on Facility grounds.
  - 6. The vehicles of the Contractor and its workers shall be locked whenever unattended.
  - 7. All tools and equipment shall be tightly secured during non-working hours in the Contractor's storage trailer or assigned area.
  - 8. The Facility will not be responsible for the Contractor's tools, equipment, or materials. The Contractor shall keep and maintain a current tool inventory. The tool inventory shall be made available to Facility Representatives and the Owner upon request.
  - 9. The Contractor shall report any missing tools to Facility Representatives immediately.
  - 10. Smoking shall be permitted only in accordance with the regulations of the Facility.
  - 11. Possession or use of smokeless tobacco or smokeless non-tobacco alternatives is strictly prohibited.
- B. All workers shall be required to sign an acknowledgement of receipt of these rules.

#### 3.3 SECURITY CLEARANCES AND RESTRICTIONS

#### A. DOC SECURITY CLEARANCE REQUIREMENTS

1. Prior to the commencement of any onsite work, the Contractor shall submit a list containing the name, date of birth, and Missouri driver's license number or social security number of all construction personnel to the Missouri Department of Corrections for the purpose of obtaining security clearances. The required information shall be submitted at the pre-construction meeting, or as otherwise directed by Department of Corrections' personnel. Any construction personnel with pending warrants or felony convictions within the last five (5) years or other

offenses deemed to create a security risk by Department of Corrections shall not be allowed onsite. The Department of Corrections reserves the right to refuse admission to any individual they feel may be detrimental to the security of the Facility.

## 3.4 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. The Contractor's workers shall not be under the influence of any intoxicating substances while on the Facility premises.

## 3.5 TUBERCULOSIS TESTING REQUIREMENTS

- A. All workers who will be in the confines of the Facility for more than ten (10) consecutive working days must provide proof of a negative tuberculin skin test. The test results must be no more than six (6) months old at the commencement of construction. The Contractor or the worker, not the Owner, shall pay the cost of the test.
- B. The Contractor shall submit to Facility Representatives current tuberculin skin test results for all workers who are required to have such a test in accordance with paragraph A above. If the contract period extends for more than twelve (12) months, the Contractor must provide new test results for all workers prior to the anniversary of the contract commencement date.
- C. Any worker required to have a tuberculin skin test under paragraph A above who fails or refuses to do so will be denied admission to the facility until such time as proof of the test results are provided.
- D. If any worker has a tuberculin skin test with positive results, the worker shall be denied access to the facility until the worker produces a certification from a physician licensed to practice in the State of Missouri that the worker does not have infectious tuberculosis.
- E. The Contractor shall not be entitled to any additional time or compensation if any of its workers are denied access to the facility because of failure to produce negative tuberculin skin test results.
- F. Failure or refusal of the Contractor to maintain and produce the required tuberculin skin test records shall be a material breach of this contract, which shall subject the Contractor to a declaration of default.

## 3.6 PREA FOR CONTRACTORS AND EMPLOYEES

- A. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- B. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- C. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active

supervision must receive written division director approval in advance.

- D. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
  - 1. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
    - a. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
    - b. Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- E. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- F. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

#### 3.7 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, gas, 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

#### 3.8 CELL PHONES AND ELECTRONIC DEVICES

- A. Cell Phones, pagers, smart watches (that can send/receive messages), fitness wrist bands (that can send/receive messages) or other electronic devices are not permitted.
  - 1. Contractors, repairpersons, or information technology services department staff may be permitted to bring in a cell phone and portable wireless router (Wi-Fi, MiFi, etc.) if approved by the Chief Administrative Officer (CAO) when the phone is necessary to complete job duties relating to repairs on a case by case basis.
  - 2. Tables (IPad, etc.) are not allowed with the exception of for re-entry purposes approved via the division of adult institutions (DAI) director and the re-entry manager.
  - 3. Laptop computers may be permitted by the CAO on a case by case basis.

#### 3.9 PROTECTION OF PERSONS AND PROPERTY

#### A. SAFETY PRECAUTIONS AND PROGRAMS

- 1. The Contractor shall at all times conduct operations under this Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.
- 2. All contractors, subcontractors and workers on this project are subject to the Construction Safety Training provisions 292.675 RSMo.
- 3. In the event the Contractor encounters on the site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner's Representative and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. "Rendered Harmless" shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

#### B. SAFETY OF PERSONS AND PROPERTY

- 1. The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:
  - a. clients, staff, the public, construction personnel, and other persons who may be affected thereby;
  - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
  - c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 2. The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
- 3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
- 4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.
- 5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.
- 6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.
- 7. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 8. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any

- witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately.
- 9. The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.
- 10. The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.
- 11. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
- 12. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for clients, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

**END OF SECTION 013513.16** 

#### SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### 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. Sanitary facilities, including drinking water
  - 4. Ventilation
  - 5. Temporary Heat
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds
  - 2. Temporary enclosures
  - 3. Temporary project identification signs and bulletin boards
  - 4. Waste disposal services
  - 5. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
  - 1. Temporary fire protection
  - 2. Barricades, warning signs, and lights
  - 3. Sidewalk bridge or enclosure fence for the site
  - 4. 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. Police, fire department, and rescue squad rules
- 4. Environmental protection regulations
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations". ANSI A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
  - 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".
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## 1.4 PROJECT CONDITIONS

A. 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. Open-Mesh Fencing: Provide 0.120" (3mm) thick, galvanized 2" (50mm) chainlink fabric fencing 6' (2m) high with galvanized steel pipe posts, 1½" (38mm) ID for line posts and 2½" (64mm) ID for corner posts.

#### 2.2 EOUIPMENT

- 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 ¾" (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. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- H. 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. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.
- B. 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.
- C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
- D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
  - 1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
- F. Temporary Heating and Cooling: The normal heating and/or cooling system of the building 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.
- G. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
  - 1. Provide paper towels or similar disposable materials for each facility.
  - 2. Provide covered waste containers for used material.
- H. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

#### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
  - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. 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.
- C. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- E. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.
- F. 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. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
  - 1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.

- C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- D. 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. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.

#### 3.6 TEMPORARY HOT WATER SYSTEM

- A. General: Contractor shall provide temporary hot water systems for Housing Units One and Two while the hot water system is being upgraded. Facilities shall not be without domestic hot water for longer than 24-hours.
- B. Contractor shall furnish and install all utility hookups for temporary hot water system including but not limited to: Domestic water piping extensions, natural gas piping extension, electrical power connections. All temporary hot water infrastructure shall be removed after new hot water system is installed and operating.

- C. Temporary hot water system shall be installed in secure location as deemed by owner.
- D. Temporary hot water system shall be capable of producing 600 MBH of hot water heat and equipped with 500 gallons of storage. Temporary hot water system shall tie into the existing hot water system seamlessly.

**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 once each month, and more often if necessary, completely

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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.

## 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 labels that are not permanent labels.
  - 6. 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.

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- 7. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- 8. 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**

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#### SECTION 017900 - DEMONSTRATION AND TRAINING

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 **SUMMARY**

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.
- C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

## 1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Date of video recording.
  - 2. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

## 1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Coordination". Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  - 2. Review required content of instruction.
  - 3. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

#### PART 2 - PRODUCTS

## 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

- 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
  - a. System, subsystem, and equipment descriptions.
  - b. Performance and design criteria if Contractor is delegated design responsibility.
  - c. Operating standards.
  - d. Regulatory requirements.
  - e. Equipment function.
  - f. Operating characteristics.
  - g. Limiting conditions.
  - h. Performance curves.
- 2. Documentation: Review the following items in detail:
  - a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project record documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
- 3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - 1. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.

- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

#### **PART 3 - EXECUTION**

## 3.1 **PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 007213 "General Conditions".
- B. Set up instructional equipment at instruction location.

## 3.2 **INSTRUCTION**

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.

- 2. Owner will furnish an instructor to describe Owner's operational philosophy.
- 3. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

#### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
  - 1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
  - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.

- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
  - 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

## **END OF SECTION 017900**

## SECTION 033000 CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

#### 1.01SECTION INCLUDES

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete reinforcement.
- D. Joint devices associated with concrete work.
- E. Miscellaneous concrete elements, including equipment pads and light pole bases.
- F. Concrete curing.

#### 1.02 RELATED REQUIREMENTS

A. Section 079200 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.

#### 1.03 REFERENCE STANDARDS

- A. ACI PRC-302.1 Guide to Concrete Floor and Slab Construction; 2015.
- B. ACI PRC-304 Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- C. ACI PRC-308 Guide to External Curing of Concrete; 2016.
- D. ACI SPEC-301 Specifications for Concrete Construction; 2020.
- E. ASTM A615/A615M Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- F. ASTM C33/C33M Standard Specification for Concrete Aggregates; 2023.
- G. ASTM C39/C39M Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2023.
- H. ASTM C150/C150M Standard Specification for Portland Cement; 2022.
- I. ASTM C1602/C1602M Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2022.

#### 1.04 SUBMITTALS

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

#### PART 2 PRODUCTS

#### 2.01 FORMWORK

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
  - 1. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.

## 2.02 REINFORCEMENT MATERIALS

## 2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

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#### 2.04 BONDING AND JOINTING PRODUCTS

- A. Slab Isolation Joint Filler: 1/2-inch (13 mm) thick, height equal to slab thickness, with removable top section forming 1/2-inch (13 mm) deep sealant pocket after removal.
- B. Slab Construction Joint Devices: Combination keyed joint form and screed, galvanized steel, with rectangular or round knockout holes for conduit or rebar to pass through joint form at 6 inches (150 mm) on center; ribbed steel stakes for setting.

#### 2.05 CONCRETE MIX DESIGN

- A. Normal Weight Concrete:
  - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 5,000 pounds per square inch.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with work of this section.

#### 3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI SPEC-301. Design and fabricate forms to support all applied loads until concrete is cured and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.

#### 3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI SPEC-301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
- B. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Splice laps with tie wire.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

#### 3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI PRC-304.
- B. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

#### 3.05 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch (5 mm) thick blade and cut at least 1 inch (25 mm) deep but not less than one quarter (1/4) the depth of the slab.
- E. Construction Joints: Where not otherwise indicated, use metal combination screed and key form, with removable top section for joint sealant.

## 3.06 CONCRETE FINISHING

A. Concrete Slabs: Finish to requirements of ACI PRC-302.1 and as follows:

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1. Other Surfaces to Be Left Exposed: Trowel as described in ACI PRC-302.1, minimizing burnish marks and other appearance defects.

## 3.07 CURING AND PROTECTION

- A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

**END OF SECTION** 

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# SECTION 260513 MEDIUM-VOLTAGE CABLES

# PART 1 GENERAL

## 1.01SECTION INCLUDES

- A. Medium voltage cable.
- B. Cable accessories.

#### 1.02 RELATED REQUIREMENTS

A. Section 260553 - Identification for Electrical Systems.

## 1.03 REFERENCE STANDARDS

- A. IEEE C2 National Electrical Safety Code(R) (NESC(R)); 2023.
- B. IEEE 48 IEEE Standard for Test Procedures and Requirements for Alternating-Current Cable Terminations Used on Shielded Cables Having Laminated Insulation Rated 2.5 kV through 765 kV or Extruded Insulation Rated 2.5 kV through 500 kV; 2020.
- C. NEMA WC 74 5-46 kV Shielded Power Cable for Use in the Transmission and Distribution of Electric Energy; 2022.
- D. NETA ATS Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.
- E. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.04 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for cable, terminations, and accessories.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

#### 1.05 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Installer Qualifications: Certified installer of specified manufacturer and/or product.
- C. Products: Listed, classified, and labeled as suitable for the purpose intended.

#### **PART 2 PRODUCTS**

## 2.01 MEDIUM-VOLTAGE CABLE

- A. Manufacturers:
  - 1. General Cable Technologies Corporation
  - 2. Southwire Company
- B. Medium Voltage Cable: NEMA WC 70 rubber insulated cable.
  - 1. Voltage: 15 kV.
  - 2. Conductor: Copper.
  - 3. Construction: Single conductor with concentric neutral.
  - 4. Shielding: 1/3 concentric neutral.
  - 5. Insulation Jacket: MV-105.

## 2.02 CABLE ACCESSORIES

- A. Manufacturers:
  - 1. 3M
  - 2. Hubbell Power Systems
  - 3. Eaton Cooper Power

#### 4. ABB Elastimold

- B. Potheads: IEEE 48, Class 1 termination. Pothead with porcelain insulators, cable connector and aerial lug, sealed cable entrance and support, and insulating compound.
- C. Porcelin Cable Terminations: IEEE 48, Class 2 porcelain insulator cable terminator in kit form.
- D. Load Break Elbows: Shielded and insulated plug-in termination with pulling eye, test point, aluminum barrel and threaded copper lug, and tin-plated copper probe with arc-ablative tip.
  - 1. Rated as switching device per IEEE 386-2006 standard.
- E. Rubber Cable Terminations: IEEE 48, Class 1, cold shrink silicone rubber cable termination with skirted insulator and stress contorl tube.
  - 1. Furnish lug kit as required.

## **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify that conduit, duct, or trench are ready to receive cable.
- Verify routing and termination locations of cable bank prior to rough-in.
- C. Cable routing is shown in approximate locations unless dimensioned. Route as required to complete wiring system.

#### 3.02 INSTALLATION

- A. Avoid abrasion and other damage to cables during installation.
- B. Use suitable lubricants and pulling equipment.
- C. Sustain cable pulling tensions and bending radii below recommended limits.
- D. Ground cable shield at each termination and splice.

#### 3.03 FIELD QUALITY CONTROL

- A. Inspect exposed cable sections for physical damage.
- B. Inspect cable for proper connections as indicated.
- C. Inspect shield grounding, cable supports, and terminations for proper installation.
- D. Inspect and test in accordance with NETA ATS, except Section 4.

#### 3.04 PROTECTION

A. Protect installed cables from entrance of moisture.

#### **END OF SECTION**

# SECTION 260519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### **PART 1 GENERAL**

#### 1.01SECTION INCLUDES

- A. Single conductor building wire.
- B. Wiring connectors.

## 1.02 RELATED REQUIREMENTS

- A. Section 260513 Medium-Voltage Cables: Cables and terminations for systems 601 V through 35,000 V.
- B. Section 260526 Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- C. Section 260553 Identification for Electrical Systems: Identification products and requirements.

#### 1.03 REFERENCE STANDARDS

- A. ASTM B3 Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).
- B. ASTM B8 Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.
- C. ASTM B33 Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
- E. NECA 1 Standard for Good Workmanship in Electrical Construction; 2023.
- F. NEMA WC 70 Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
- G. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 44 Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- I. UL 83 Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- J. UL 486A-486B Wire Connectors; Current Edition, Including All Revisions.
- K. UL 486C Splicing Wire Connectors; Current Edition, Including All Revisions.
- L. UL 486D Sealed Wire Connector Systems; Current Edition, Including All Revisions.

## 1.04 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

## 1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

## **PART 2 PRODUCTS**

## 2.01 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.

#### 2.02 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:
  - Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 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:
  - Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet (23 m): 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet (46 m): 8 AWG, for voltage drop.
  - Control Circuits: 14 AWG.
- I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- J. Conductor Color Coding:
  - 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.
      - 4) Neutral/Grounded: Gray.
    - b. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral/Grounded: White.
    - c. 240/120 V, 1 Phase, 3 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Neutral/Grounded: White.
    - d. Equipment Ground, All Systems: Green.
    - e. For control circuits, comply with manufacturer's recommended color code.

## 2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.

- 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.

#### 2.04 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. Wiring Connectors for Splices and Taps:
  - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  - Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- C. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
- D. Mechanical Connectors: Provide bolted type or set-screw type.
- E. Compression Connectors: Provide circumferential type or hex type crimp configuration.

#### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify that work likely to damage wire and cable has been completed.
- B. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- C. Verify that field measurements are as indicated.
- D. Verify that conditions are satisfactory for installation prior to starting work.

## 3.02 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.
  - 4. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- 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.
  - 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.
- G. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- 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.
  - 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  - 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- 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.

#### **END OF SECTION**

# SECTION 260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### **PART 1 GENERAL**

#### 1.01SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground rod electrodes.

#### 1.02 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 265600 Exterior Lighting: Additional grounding and bonding requirements for pole-mounted luminaires.

#### 1.03 REFERENCE STANDARDS

- A. NECA 1 Standard for Good Workmanship in Electrical Construction; 2023.
- B. NEMA GR 1 Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2022.
- C. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 467 Grounding and Bonding Equipment; Current Edition, Including All Revisions.

# 1.04 SUBMITTALS

- A. See Section 013000 Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

#### 1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

#### **PART 2 PRODUCTS**

### 2.01 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.
- D. Grounding Electrode System:
  - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
    - a. Provide continuous grounding electrode conductors without splice or joint.
    - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.

## 2. Concrete-Encased Electrode:

a. Provide connection to concrete-encased electrode consisting of not less than 20 feet (6.0 m) of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.

## 3. Ground Ring:

- a. Provide a ground ring encircling the building or structure consisting of bare copper conductor not less than 2 AWG in direct contact with earth, installed at a depth of not less than 30 inches (750 mm).
- 4. Ground Rod Electrode(s):
  - a. Space electrodes not less than 10 feet (3.0 m) from each other and any other ground electrode.

## E. Separately Derived System Grounding:

- 1. Separately derived systems include, but are not limited to:
  - a. Transformers (except autotransformers such as buck-boost transformers).
  - b. Generators, when neutral is switched in the transfer switch.
- 2. Outdoor Source: Where the source of the separately derived system is located outside the building or structure supplied, provide connection to grounding electrode at source in accordance with NFPA 70.
- 3. Provide system bonding jumper to connect system grounded conductor to equipment ground bus. Make connection at same location as grounding electrode conductor connection. Do not make any other connections between neutral (grounded) conductors and ground on load side of separately derived system disconnect.
- 4. Where the source and first disconnecting means are in separate enclosures, provide supply-side bonding jumper between source and first disconnecting means.

#### F. Bonding and Equipment Grounding:

- 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
- 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
- 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
- 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
- 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
- G. Pole-Mounted Luminaires: Also comply with Section 265600.

# 2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
  - 1. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 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:
      - 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.

- 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.
- D. Ground Rod Electrodes:
  - Comply with NEMA GR 1.
  - 2. Material: Copper-bonded (copper-clad) steel.
  - 3. Size: 3/4 inch (19 mm) diameter by 10 feet (3.0 m) length, unless otherwise indicated.

#### PART 3 EXECUTION

### 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
  - Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches (150 mm) below finished grade.
- D. Make grounding and bonding connections using specified connectors.
  - 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.

#### **END OF SECTION**

# SECTION 260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### **PART 1 GENERAL**

#### 1.01SECTION INCLUDES

- Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Underground warning tape.
- D. Warning signs and labels.

#### 1.02 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

#### 1.03 REFERENCE STANDARDS

- A. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. NFPA 70E Standard for Electrical Safety in the Workplace; 2024.
- C. UL 969 Marking and Labeling Systems; Current Edition, Including All Revisions.

### 1.04 SUBMITTALS

- A. See Section 013000 Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

### 1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

# **PART 2 PRODUCTS**

## 2.01 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. Switchgear:
      - 1) Identify voltage and phase.
      - 2) Use identification nameplate to identify main and tie devices.
      - 3) Use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
    - b. Panelboards:
      - 1) Identify ampere rating.
      - 2) Identify voltage and phase.
      - 3) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
    - c. Transformers:
      - 1) Identify kVA rating.
  - Service Equipment:
    - Use identification nameplate to identify each service disconnecting means.
  - 3. Use voltage marker to identify highest voltage present for each piece of electrical equipment.
  - 4. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
    - a. Service equipment.

- 5. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.
  - a. Minimum Size: 3.5 by 5 inches (89 mm by 127 mm).
  - b. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.
- Use warning labels to identify electrical hazards for equipment, compartments, and enclosures containing exposed live parts or exposed conductors operating at over 600 V nominal with the word message "DANGER; HIGH VOLTAGE; KEEP OUT".
- 7. Use warning labels, identification nameplates, or identification labels to identify electrical hazards for equipment where multiple power sources are present with the word message "DANGER; Hazardous voltage; Multiple power sources may be present; Disconnect all electric power including remote disconnects before servicing" or approved equivalent.
- B. Identification for Conductors and Cables:
  - 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
- C. Identification for Devices:
  - Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.

### 2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
  - 1. Materials:
    - a. Indoor Clean, Dry Locations: Use plastic nameplates.
    - b. Outdoor Locations: Use 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 (1.6 mm); engraved text.
  - 3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch (0.8 mm); engraved or laser-etched text.
  - 4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch (0.8 mm); engraved or laser-etched text.
  - 5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) 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.
- C. Format for Equipment Identification:
  - 1. Minimum Size: 1 inch (25 mm) by 2.5 inches (64 mm).
  - Leaend:
    - a. Equipment designation or other approved description.
  - 3. Text: All capitalized unless otherwise indicated.
  - Minimum Text Height:
    - a. Equipment Designation: 1/2 inch (13 mm).
    - b. Other Information: 1/4 inch (6 mm).
  - 5. Color:
    - a. Normal Power System: White text on black background.

- b. Emergency Power System: White text on red background.
- D. Format for Receptacle Identification:
  - 1. Minimum Size: 3/8 inch (10 mm) by 1.5 inches (38 mm).
  - 2. Legend: Power source and circuit number or other designation indicated.
  - 3. Text: All capitalized unless otherwise indicated.
  - 4. Minimum Text Height: 3/16 inch (5 mm).
  - 5. Color: Black text on clear background.

#### 2.03 UNDERGROUND WARNING TAPE

- A. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- B. Foil-backed Detectable Type Tape: 3 inches (76 mm) wide, with minimum thickness of 5 mil (0.1 mm), unless otherwise required for proper detection.
- C. Legend: Type of service, continuously repeated over full length of tape.
- D. Color:
  - 1. Tape for Buried Power Lines: Black text on red background.
  - 2. Tape for Buried Communication, Alarm, and Signal Lines: Black text on orange background.

## 2.04 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
  - 1. Materials:
    - a. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
  - 2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
  - 3. Minimum Size: 7 by 10 inches (178 by 254 mm) unless otherwise indicated.
- C. Warning Labels:
  - Materials: Use factory pre-printed or machine-printed self-adhesive polyester or selfadhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
  - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
  - 3. Minimum Size: 2 by 4 inches (51 mm by 102 mm) unless otherwise indicated.

### **PART 3 EXECUTION**

### 3.01 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

#### 3.02 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:
  - 1. Surface-Mounted Equipment: Enclosure front.
  - 2. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  - 3. Elevated Equipment: Legible from the floor or working platform.
  - 4. Branch Devices: Adjacent to device.
  - 5. Interior Components: Legible from the point of access.
  - 6. Conductors and Cables: Legible from the point of access.
  - 7. Devices: Outside face of cover.
- 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.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches (75 mm) below finished grade.
- G. Secure rigid signs using stainless steel screws or rivets.
- H. Mark all handwritten text, where permitted, to be neat and legible.

# **END OF SECTION**

# SECTION 260533.13 CONDUIT FOR ELECTRICAL SYSTEMS

# PART 1 GENERAL 1.01SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Liquidtight flexible metal conduit (LFMC).
- C. Rigid polyvinyl chloride (PVC) conduit.
- D. High-density polyethylene (HDPE) conduit.

#### 1.02 RELATED REQUIREMENTS

- A. Section 033000 Cast-in-Place Concrete: Concrete encasement of conduits.
- B. Section 260519 Low-Voltage Electrical Power Conductors and Cables: Cable assemblies consisting of conductors protected by integral metal armor.
- C. Section 260526 Grounding and Bonding for Electrical Systems.
- D. Section 260533.16 Boxes for Electrical Systems.
- E. Section 260553 Identification for Electrical Systems: Identification products and requirements.

## 1.03 REFERENCE STANDARDS

- A. ANSI C80.1 American National Standard for Electrical Rigid Steel Conduit (ERSC); 2020.
- B. ASTM F2160 Standard Specification for Solid Wall High Density Polyethylene (HDPE)
   Conduit Based on Controlled Outside Diameter (OD); 2016.
- C. ASTM F2176 Standard Specification for Mechanical Couplings Used on Polyethylene Conduit, Duct and Innerduct; 2017.
- D. NECA 1 Standard for Good Workmanship in Electrical Construction; 2023.
- E. NECA 101 Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
- F. NECA 111 Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2017.
- G. NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- H. NEMA TC 2 Electrical Polyvinyl Chloride (PVC) Conduit; 2020.
- NEMA TC 3 Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2021.
- J. NEMA TC 7 Solid-Wall Coilable and Straight Electrical Polyethylene Conduit; 2021.
- K. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. UL 6 Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- M. UL 360 Liquid-Tight Flexible Metal Conduit; Current Edition, Including All Revisions.
- N. UL 514B Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- O. UL 651 Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.
- P. UL 651A Schedule 40 and 80 High Density Polyethylene (HDPE) Conduit; Current Edition, Including All Revisions.
- Q. UL 2419 Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

#### **PART 2 PRODUCTS**

### 2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
  - 1. Exterior, Direct-Buried: Use rigid PVC conduit.
  - 2. Exterior, Directional-Bored: Use HDPE conduit.
- D. Embedded Within Concrete:
  - 1. Within Slab on Grade: Not permitted.
  - 2. Within Concrete Duct Bank: Use rigid PVC conduit.
- E. Exposed, Exterior, Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC).
- F. Flexible Connections to Vibrating Equipment:
  - 1. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).

### 2.02 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for purpose intended.
- D. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4-inch (21 mm) trade size.
  - 2. Underground, Exterior: 1-inch (27 mm) trade size.
- E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

# 2.03 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. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

# 2.04 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.

# 2.05 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated,

Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C

## B. Fittings:

- 1. Manufacturer: Same as manufacturer of conduit to be connected.
- 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

# 2.06 HIGH-DENSITY POLYETHYLENE (HDPE) CONDUIT

- A. Description: NFPA 70, Type HDPE high-density polyethylene solid-wall conduit complying with ASTM F2160 and NEMA TC 7; list and label as complying with UL 651A; Schedule 40 unless otherwise indicated.
- B. Color: Full depth, continuous color material.
  - Medium Voltage (>600 Volts) Power: Red
  - 2. Power (<600 Volts): Black with red strips.
  - 3. Telecom / Communications: Orange
- C. Joining Methods: Approved by HDPE conduit manufacturer.
- D. Mechanical Fittings: Comply with ASTM F2176; list and label as complying with UL 651A.

#### 2.07 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- B. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- C. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf (5.6 kN).
- D. Duct Bank Spacers: Nonmetallic; designed for maintaining conduit/duct spacing for concrete encasement in open trench installation; suitable for conduit/duct arrangement to be installed.

## **PART 3 EXECUTION**

## 3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.
- D. Intermediate Metal Conduit (IMC): Install in accordance with NECA 101.
- E. Rigid Polyvinyl Chloride (PVC) Conduit: Install in accordance with NECA 111.
- F. Liquidtight Flexible Nonmetallic Conduit (LFNC): Install in accordance with NECA 111.
- G. Conduit Routing:
- H. Conduit Support:
  - 1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 260529.
- I. 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, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
- 7. Secure joints and connections to provide mechanical strength and electrical continuity.
- J. Underground Installation:
  - Provide trenching and backfilling.
- K. 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 are subject to earth movement by settlement or frost.
- L. Conduit Sealing:
  - Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
    - a. Where conduits may transport moisture to contact live parts.
  - 2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
    - a. Where conduits pass from outdoors into conditioned interior spaces.
- M. Provide grounding and bonding; see Section 260526.

## 3.02 FIELD QUALITY CONTROL

- A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- B. Correct deficiencies and replace damaged or defective conduits.

### **END OF SECTION**

# SECTION 260533.16 BOXES FOR ELECTRICAL SYSTEMS

#### **PART 1 GENERAL**

# 1.01SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).
- C. Underground boxes/enclosures.

# 1.02 RELATED REQUIREMENTS

- A. Section 260526 Grounding and Bonding for Electrical Systems.
- B. Section 260529 Hangers and Supports for Electrical Systems.
- C. Section 260533.13 Conduit for Electrical Systems:
  - 1. Conduit bodies and other fittings.
- D. Section 260553 Identification for Electrical Systems: Identification products and requirements.
- E. Section 262726 Wiring Devices:

#### 1.03 REFERENCE STANDARDS

- A. NECA 1 Standard for Good Workmanship in Electrical Construction; 2023.
- B. NECA 130 Standard for Installing and Maintaining Wiring Devices; 2016.
- C. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.
- D. NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- E. NEMA OS 1 Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).
- F. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. SCTE 77 Specifications for Underground Enclosure Integrity; 2023.
- H. UL 50 Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- UL 50E Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 508A Industrial Control Panels; Current Edition, Including All Revisions.
- K. UL 514A Metallic Outlet Boxes; Current Edition, Including All Revisions.

## 1.04 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.

# 1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

# **PART 2 PRODUCTS**

## **2.01 BOXES**

A. General Requirements:

- 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
- 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
- 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
- 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:
  - Use sheet-steel boxes for dry locations unless otherwise indicated or required.
  - 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  - 3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit is used.
  - 4. Use suitable masonry type boxes where flush-mounted in masonry walls.
  - Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  - 6. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  - 7. Wall Plates: Comply with Section 262726.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
  - Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  - 2. NEMA 250 Environment Type, Unless Otherwise Indicated:
    - a. Indoor Clean, Dry Locations: Type 1, painted steel.
    - b. Outdoor Locations: Type 3R, painted steel.
  - 3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
  - Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
- D. Underground Boxes/Enclosures:
  - 1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
  - 2. Size: As indicated on drawings.
  - 3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches (300 mm).
  - 4. Applications:
    - a. Sidewalks and Landscaped Areas Subject Only to Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77 Tier 8 load rating.
    - b. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
  - Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.
    - a. Combination fiberglass/polymer concrete boxes/enclosures are acceptable.

#### **PART 3 EXECUTION**

#### 3.01 INSTALLATION

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

- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Supports:
  - Secure and support boxes 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 except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- E. Install boxes plumb and level.
- F. Install boxes as required to preserve insulation integrity.
- G. Underground Boxes/Enclosures:
  - 1. Install enclosure on gravel base, minimum 6 inches (150 mm) deep.
  - 2. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.
- H. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- I. Close unused box openings.
- J. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- K. Provide grounding and bonding in accordance with Section 260526.

# **END OF SECTION**

# SECTION 261219 PAD-MOUNTED, LIQUID-FILLED, MEDIUM-VOLTAGE TRANSFORMERS

## **PART 1 GENERAL**

#### 1.01SECTION INCLUDES

A. Medium-voltage, liquid-filled, pad-mounted transformers.

## 1.02 RELATED REQUIREMENTS

A. Section 033000 - Cast-in-Place Concrete: Concrete equipment pads.

## 1.03 DEFINITIONS

A. Transformers may also be identified as MV XFMR or XFMR.

#### 1.04 REFERENCE STANDARDS

- A. 10 CFR 429 Certification, Compliance, and Enforcement for Consumer Products and Commercial and Industrial Equipment; Current Edition.
- B. 10 CFR 431, Subpart K Energy Efficiency Program for Certain Commercial and Industrial Equipment Distribution Transformers; Current Edition.
- C. ANSI Z535.4 American National Standard for Product Safety Signs and Labels; 2023.
- D. IEEE C57.12.00 IEEE Standard for General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers; 2021.
- E. IEEE C57.12.28 IEEE Standard for Pad-Mounted Equipment--Enclosure Integrity; 2023.
- F. IEEE C57.12.29 IEEE Standard for Pad-Mounted Equipment—Enclosure Integrity for Coastal Environments; 2014.
- G. IEEE C57.12.34 IEEE Standard Requirements for Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 10 MVA and Smaller; High-Voltage, 34.5 kV Nominal System Voltage and Below; Low-Voltage, 15 kV Nominal System Voltage and Below; 2015
- H. IEEE C57.12.90 IEEE Standard Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers; 2021.
- NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. NFPA 70E Standard for Electrical Safety in the Workplace; 2024.

# 1.05 SUBMITTALS

- See Section 013000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for transformers, enclosures, components, and accessories.
- C. Shop Drawings: Indicate enclosure dimensions, kVA, primary and secondary nominal voltage, voltage taps, required clearances, and unit weight.
- D. Operation and Maintenance Data:
  - 1. Provide detailed information on system operation, equipment programming and setup, replacement parts, and recommended maintenance procedures and intervals.

## 1.06 QUALITY ASSURANCE

- A. Comply with the following:
  - 1. NFPA 70.
  - 2. IEEE 2.

## 1.07 WARRANTY

A. See Section 017800 - Closeout Submittals for additional warranty requirements.

B. Manufacturer Warranty: Provide manufacturer warranty for defects in material and workmanship for 12 months from date of commissioning or 18 months from date of shipment, whichever comes first. Complete forms in Owner's name and register with manufacturer.

#### **PART 2 PRODUCTS**

## 2.01 MANUFACTURERS

- A. ABB / Hitachi
- B. Eaton
- C. Ermco
- D. Square D (Schneider Electric)

# 2.02 MEDIUM-VOLTAGE LIQUID-FILLED, PAD-MOUNTED TRANSFORMERS

- A. Transformer Ratings/Configurations: As indicated on drawings.
- B. Transformer Rating/Configuration: TF-GEN:
  - 1. Configuration: Step-up.
    - a. Step-down configuration transformer operated in reverse is not acceptable.
  - 2. Primary Voltage: 480 V, delta.
  - 3. Secondary Voltage: 12470 V, wye, 4-wire, 60 Hz.
  - 4. kVA Rating: 1000 kVA.
- C. Transformer Rating/Configuration: TF-LP01:
  - 1. Configuration: Step-down.
  - 2. Primary Voltage: 12470 V, delta.
  - 3. Secondary Voltage: 208/120 V, wye, 4-wire, 60 Hz.
  - 4. kVA Rating: 45 kVA.
- D. List and label as complying with IEEE C57.12.00 and IEEE C57.12.34.
- E. Efficiency: Comply with 10 CFR 431, Subpart K; registered on Department of Energy's Compliance Certification Database in accordance with 10 CFR 429.
- F. Cooling Type: Inhibited mineral oil; oil natural, air natural (ONAN).
- G. Primary Taps: Two 2.5 percent full capacity above normal, two 2.5 percent full capacity below normal.
- H. Impedance: 5.75 percent, plus/minus 7.5 percent.
- I. Temperature Rise: Average 65 degrees C above maximum 40-degree C, average 30-degree C ambient at rated kVA output, without loss of service life expectancy.
- J. Basic Impulse Levels (BIL):
  - 1. 60 kV for 5 kV class.
  - 2. 75 kV for 8.7 kV class.
  - 3. 95 kV for 15 kV class.
  - 125 kV for 25 kV class.
  - 125 kV for 34.5 kV class.
- K. High-Voltage Terminations and Equipment: Dead-front.
- L. Bushings:
  - 1. High-Voltage Dead-Front Bushings:
    - a. 200 A Bushings: Universal wells or one-piece integrated for use with separable connectors; externally clamped and front-removable.
    - b. 600 A Bushings: One-piece integrated, with removable stud, for use with separable connectors; externally clamped and front-removable.
  - 2. Low-Voltage Bushings:
    - a. Molded polymer, provided with blade-type spade terminals with NEMA standard hole spacing arranged for vertical take-off.

- b. Provide low-voltage neutral insulated bushing, grounded to tank by removable ground strap.
- M. Where low-voltage compartment contains exposed live parts over 600 V, require removal or opening of nonhygroscopic barrier for access.
- N. Wye-Wye Transformers: Provide high neutral internally connected to low-voltage neutral with provisions for opening connection.

#### O. Switches:

- 1. Provide load-break, gang-operated, liquid-immersed switch, externally operable from high-voltage compartment with distribution hot-stick.
- 2. Switch Type: 2-position, OFF-ON for radial-feed system.
- 3. Switch Rating: 200 A.

#### P. Surge Protection:

- Provide three 15 kV distribution class lightning arresters mounted in high-voltage compartment.
- 2. Live-Front Units: Provide lightning arrester mounting provisions.

### Q. Transformer Cores:

- 1. Construct of high-grade, grain-oriented, nonaging silicon steel with high magnetic permeability and low hysteresis and eddy current losses.
- 2. Magnetic Flux Densities: Maintain well below saturation point.
- R. Transformer Coils Winding Material: Aluminum.

### S. Enclosures:

- 1. Construction: Sealed tank of sufficient strength to withstand pressure of 7 psi without permanent distortion; provide welded cover and tamper-resistant handhole coverings.
- 2. Tank and Compartment: Comply with IEEE C57.12.28 or IEEE C57.12.29; limit disassembly, breakage, and prying open of doors, panels, and sills with doors in closed and locked position.
- 3. Maintain tank seal for top oil temperature range of 23 degrees F (minus 5 degrees C) to 221 degrees F (105 degrees C).
- 4. When required, provide cooling panels on back and front of tank.
- 5. Provide lifting eyes and jacking pads.

#### T. Markings and Labeling:

- 1. Provide identification and warning labels/nameplates exterior to equipment resistant to weather, UV, and intended installation environment.
- 2. Provide engraved nameplates identifying project-specific equipment tag and service description.
- 3. Provide warning labels/nameplates complying with ANSI Z535.4 at access locations to advise personnel of possible hazards in accordance with listing, NFPA 70, NFPA 70E, and other applicable standards.

## U. Provide the following accessories:

- 1. Tap changer with silver-plated stationary and movable contacts, for de-energized operation only, externally operable and padlockable.
- 2. Nameplate in low voltage compartment.
- 3. Pentahead bolts for compartment doors.
- 4. 1 inch (25 mm) upper filter press and filling plug
- 5. Dial-type thermometer without contacts.
- 6. Magnetic liquid-level gauge without contacts.

### 2.03 SOURCE QUALITY CONTROL

- A. See Section 014000 Quality Requirements for additional requirements.
- B. Testing:
  - 1. Test in accordance with IEEE C57.12.90 including:

- a. Ratio.
- b. Polarity.
- c. Phase rotation.
- d. No-load loss.
- e. Excitation current.
- f. Impedance voltage.
- g. Load loss.
- h. Applied potential.
- i. Induced potential.
- j. QC impulse test.
- k. Leak test.
- I. Temperature test. Typical test data from previous testing may be used.
- m. Sound test. Typical test data from previous testing may be used.

#### PART 3 EXECUTION

## 3.01 INSTALLATION

- A. Install equipment in accordance with manufacturer's written instructions.
- B. Unless otherwise indicated, install and anchor transformers on raised concrete pad 6 inches high; see Section 033000.

## 3.02 FIELD QUALITY CONTROL

- A. See Section 014000 Quality Requirements for additional requirements.
- B. Manufacturer Services: Provide services of manufacturer's field representative to perform functional testing, commissioning, and first parameter adjusting.
  - 1. Include necessary material, equipment, labor, and technical supervision.
  - 2. Replace damaged or malfunctioning equipment and report discrepancies or installation issues.
  - 3. Identify transformers with label indicating inspection/testing agency and date of service.
- C. Operational Readiness Testing:
  - Inspect and test equipment and associated systems for conformance to Contract Documents, including equipment manufacturer's recommendations, and readiness for operation.
    - a. Visually inspect for physical damage and proper installation.
    - b. Perform tests in accordance with manufacturer's instructions.
    - c. Perform tests to verify compliance with Contract Documents.
    - d. Perform tests to verify equipment is ready for operation.
    - e. Touch-up paint chips and scratches with manufacturer-supplied paint.

# **END OF SECTION**

# SECTION 261336 PARALLELING MEDIUM-VOLTAGE SWITCHGEAR

# PART 1 GENERAL

# 1.01SECTION INCLUDES

- A. Medium-voltage, metal-clad, drawout, paralleling switchgear.
- B. Vacuum circuit breakers.
- C. Protective relays.

# 1.02 RELATED REQUIREMENTS

- A. Section 033000 Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 263213 Engine Generators.

### 1.03 DEFINITIONS

- A. Mechanism-Operated Contacts (MOC): Signals breaker mechanism (OPEN/CLOSE) status.
- B. Truck-Operated Contacts (TOC): Signals breaker truck position (CONNECTED/NOT CONNECTED) within compartment.
- C. Racking: Using manual crank handles or electrically driven mechanisms to move circuit breakers and truck-mounted control power or instrument transformers into CONNECTED and DISCONNECTED positions.

#### 1.04 REFERENCE STANDARDS

- A. UL 1008A Standard for Medium Voltage Transfer Switches, First Edition, for transfer switches rated greater than 750 volts up to 46kV.
- B. UL 508 INDUSTRIAL CONTROL EQUIPMENT.
- C. ANSI/IEEE C37.2 IEEE Standard Electrical Power System Device Function Numbers, Acronyms, and Contact Designations; 2008.
- D. ANSI/IEEE C37.20.2 IEEE Standard for Metal-Clad Switchgear; 2022.
- E. ANSI/IEEE C37.04 Standard Rating Structure for AC High-Voltage Circuit Breakers.
- F. ANSI/IEEE C37.06 Standard for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis Preferred Ratings an Related Required Capabilities for Voltages Above 1000V.
- G. ANSI/IEEE C37.11 Standard Requirements for electrical control for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis or a total current basis.
- H. ANSI/IEEE C37.09 Standard Test Procedure for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
- I. ANSI/IEEE C57.13 Standard Requirements for Instrument Transformers.
- J. IEEE C37.100.1 Standard of Common Requirements for High Voltage Power Switchgear Rated Above 1000 V.
- K. IEEE Standard 446 IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
- L. NECA 1 Standard for Good Workmanship in Electrical Construction; 2023.
- M. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.
- N. NEMA STANDARD ICS10 (FORMERLY ICS2-447) AC AUTOMATIC TRANSFER SWITCHES.
- O. NEMA SG4 ALTERNATING CURRENT HIGH VOLTAGE CIRCUIT BREAKERS.
- P. NEMA SG5 POWER SWITCHGEAR ASSEMBLIES.
- Q. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

R. NFPA 110 - Standard for Emergency and Standby Power Systems; 2025.

### 1.05 SUBMITTALS

- A. See Section 013000 Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate outline dimensions, enclosure construction, shipping splits, lifting and supporting points, electrical single-line diagram, and equipment electrical ratings.
  - Include wiring diagrams detailing power, signal, and control systems; differentiate between manufacturer- and field-installed wiring, and between components provided by manufacturer and others.
  - 2. Include elevation drawings with estimated weights.
  - 3. Include outline drawings with conduit entry areas and anchoring provisions.
  - 4. Include sequence of operation including failure modes.
- C. Operation and Maintenance Data:
  - 1. Provide detailed information on system operation, equipment programming and setup, replacement parts, and recommended maintenance procedures and intervals.
    - a. Include instruction manuals for major components including synchronizing controllers, circuit breakers, programmable logic controllers, operator interface terminals, protective devices, and meters.
- D. Executed warranty.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project:
  - 1. Tools: Manufacturer-specific special tools required to install, remove, test, and maintain switchgear components.
    - a. Portable Drawout Circuit Breaker Lifting Device: One floor-supported, roller-based, elevating carriage arranged for movement of circuit breakers in/out of compartments for present and future circuit breakers; provide for indoor and outdoor, non-walk-in units.
    - b. Remote Racking Device: One.

# 1.06 QUALITY ASSURANCE

- A. Comply with the following:
  - 1. NFPA 70.
  - 2. NFPA 110.
  - Requirements of Webster Electric Cooperative (utility).

# 1.07 WARRANTY

- A. See Section 017800 Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide manufacturer warranty for defects in material and workmanship for 12 months from date of commissioning or 18 months from date of shipment, whichever comes first. Complete forms in Owner's name and register with manufacturer.

## **PART 2 PRODUCTS**

## 2.01 MANUFACTURERS

- A. ABB
- B. ASCO (Schneider Electric)
- C. Eaton
- D. Source Limitations: Ensure paralleling switchgear is compatible with generator set(s) for proper control and operation.

# 2.02 MEDIUM-VOLTAGE, METAL-CLAD, DRAWOUT, PARALLELING SWITCHGEAR

- A. Switchgear Rating/Configuration:
  - 1. Configuration: As indicated on drawings.
  - 2. Generators: 1 generator units, rated 750 kW at 0.8 pf.
  - 3. System Voltage: 15 kV nominal, three-phase, 60 Hz.

- 4. Maximum Design Voltage: 15 kV.
- 5. Main Bus Ampacity: 1,200 A, continuous; horizontal bus rated to full ampacity of system.
- 6. Short Circuit Current Rating: 25 kA.
- B. Comply with IEEE C37.20.2.
- C. Impulse Withstand (Basic Impulse Level): 95 kV.
- D. Power Frequency Withstand (1-Minute Test): 36 kV.
- E. Short Circuit Current Rating: Where not specified, provide switchgear with listed short circuit current rating not less than available fault current at installed location as indicated on drawings.
- F. Momentary Current Rating: Equal to circuit breaker close and latch rating.
- G. Structure:
  - 1. Construction:
    - a. Free-standing, floor supported, with front and rear access.
    - b. Provide anchor bolt holes as required to place base in direct contact with foundation when bolted.
    - c. Provide minimum steel sheet metal thickness of 11 gauge, 0.1196 inch (3.038 mm) on exterior surfaces.
    - d. Doors:
      - 1) Provide sufficient hinges to support door and components.
      - 2) Capability to swing open more than 90 degrees.
      - 3) Provide lockable handle for front doors.
      - 4) Provide rear doors on bussed sections.
      - 5) Locks: Keyed alike, with one key supplied for each lock.
    - e. Relays, control switches, etc., shall be mounted on a formed front-hinged panel for each circuit breaker compartment.
    - f. Provide shipping splits at each section; capable of being lifted overhead or by forklift.
    - g. For each section provide removable lifting plates for overhead lifting purposes.

## 2. Finish:

- a. All steel parts, shall be cleaned and a zinc-phosphate pre-treatment applied prior to paint application.
- b. Paint color shall be ANSI-61 [light grey]; TGIC polyester powder applied electro statically through air. Following paint application, parts shall be baked to produce a hard durable finish.
- c. The average thickness of the paint film shall be 2.0 mils. Paint film shall be uniform in color and free from blisters, sags, flaking and peeling.
- d. Adequacy of paint finish to inhibit the buildup of rust on ferrous metal materials shall be tested and evaluated per paragraphs 5.2.8.1-7 of ANSI C37.20.2-1987.
- e. Salt spray withstand tests in accordance with ASTM #D-1654 and #B-117 shall be periodically performed on a sample to confirm conformance with the corrosion resistance standard.
- 3. Bus:
  - a. Main Bus:
    - 1) Rated at 1200 amps.
    - 2) Insulated for entire length with epoxy coating.
    - 3) Conductors: Silver-plated copper, bolted.
    - 4) Provide access to main bus compartment from front or rear of structure by removing steel barrier.
  - b. Ground Bus:
    - 1) 1/4 inch (6 mm) by 2 inches (51 mm), extending through each compartment for full length of switchgear.
  - c. Provide provisions for future extension, as applicable.

- Lugs: 2-hole compression type; size, conductor type, and quantity per conductor as indicated on drawings.
- 5. Control Wiring:
  - a. UL listed with VW-1 flame retardant rating.
  - b. AC Voltage Sensing Wiring: 14 AWG SIS, minimum.
  - c. CT Wiring: 16 AWG SIS, minimum
  - d. DC Control Wiring: 14 AWG SIS, minimum.
  - e. Current Transformer Circuit Terminations: Ring-tongue type with shorting terminal blocks.
  - f. Number control wires every 8 inches (203 mm) or less; visible next to terminals.
  - g. Permanently mark wiring at each end with wire termination designations that identify wire terminal designations (to and from); sleeve type wire markers are not acceptable.
  - h. Provide designations that include device and connection point of wire termination. Print control wire markings directly on wire insulation.
  - i. Separate low-level signal circuits and provide shielded wire to minimize electromagnetic interference.
  - j. Ground shielded wire at one point.
  - k. Ethernet Cabling: Unshielded, category 5 or higher.
  - I. Wiring Between Sections: Free of abrasions and tool marks; do not splice.
  - m. Use labeled connection plugs for connections between cubicles.
  - n. Place wires in wire duct or harness; support to prevent sagging or breakage from weight or vibration.
  - o. Contain inter-cubicle wiring harnesses in overhead steel wire troughs.
  - p. Hard-wire communication cables and current transformer circuits.
  - q. Run wiring to hinged doors through door terminal blocks or connection plugs.
  - r. Provide terminal blocks for external connections; place in accessible area not exposed to hazardous bus or cables, if possible.
  - s. Connect current transformer circuits through shorting terminal blocks.
- 6. Stationary Structure:
  - a. Provide a minimum of two sections, circuit breaker and auxiliary compartments, as indicated on drawings; assemble to form rigid, self-supporting, completely enclosed structure with steel barriers between sections.
  - b. The first section is divided by metal barriers into the following compartments: (a.) Circuit breaker, main bus and cable. The section may have up to two circuit breaker compartments for a 1200 ampere rating.
  - c. The second section is divided by metal barriers into the following compartments: Two sets of potential transformer assembly, load bus and cable. The section may have up to two sets of potential transformer assembly compartments for a 1200 ampere rating Load bus and cable.
- 7. Circuit Breaker Compartment:
  - a. Design to house horizontal, drawout, metal-clad, vacuum circuit breaker.
  - b. Stationary Primary Disconnecting Contacts: Silver-plated copper mounted within glass polyester support bushings.
  - c. Mount movable contacts and springs on circuit breaker element for ease of inspection/maintenance.
  - d. Entrance to the stationary primary disconnecting contacts shall be automatically covered by metal shutters when the circuit breaker is withdrawn from the connected position to the test or disconnected position or removed from the circuit breaker compartment.
  - e. Extend a ground bus into the circuit breaker compartment to automatically ground the breaker frame with high-current spring type grounding contacts located on the breaker chassis when in the test and connected positions.

- f. Guide rails for positioning the circuit breaker and all other necessary hardware are to be an integral part of the circuit breaker compartment.
- g. Blocking devices shall interlock breaker frame sizes to prevent installation of a lower ampere rating or interrupting capacity element into a compartment designed for one of a higher rating.
- h. Support installation of circuit breaker into bottom compartment without use of transport truck or lift device.
- 8. Anticondensation Heater
  - a. Electric resistance heater with thermostat controller mounted inside structure.
  - b. 120 Volt or 240 Volt single phase.

## H. Components:

- 1. Power Meter:
  - a. Listed to UL 3111-1, CSA, CE Mark, and industrially rated for an operating temperature range of -20C to 60C.
  - b. Refer to drawings for mounting location.
  - c. Accurate to 1% measured, 2% computed values and display resolution to .1%. Voltage and current for all phases shall be sampled simultaneously to assure high accuracy in conditions of low power factor or large waveform distortions (harmonics).
  - d. Capable of operating without modification at nominal frequencies of 45 to 66 Hz and over a control power input range of 20 32VDC.
  - e. Capable of interfacing with an optional communications module to permit information to be sent to central location for display, analysis, and logging.
  - f. Accepts inputs from industry standard instrument trans-ormers (120 VAC secondary PTs and 5A secondary CTs.) Direct phase voltage connections, 600 VAC and under without the use of PTs.
  - g. Applied in single, three-phase, or three and four wire circuits. A fourth CT input shall be available to measure neutral or ground current.
  - h. Setup parameters required by the Power Meter shall be stored in non-volatile memory and retained in the event of a control power interruption.
  - i. The following metered readings shall be communicated by the Power Meter, via serial communication, when equipped with optional serial communications module:
    - 1) Current, per phase RMS and neutral (if applicable)
    - 2) Current Unbalance %
    - 3) Voltage, phase-to-phase and phase-to-neutral
    - 4) Voltage Unbalance %
    - 5) Real power (KW), per phase and 3-phase total
    - 6) Apparent power (KVA), per phase and 3-phase total
    - 7) Reactive power (KVAR), per phase and 3-phase total
    - 8) Power factor, 3-phase total & per phase
    - 9) Frequency
    - 10) Accumulated Energy, (MWH, MVAH, and MVARH)
  - j. The following energy readings shall be communicated by the Power Meter:
    - 1) Accumulated real energy KWH
    - 2) Accumulated reactive energy KVAH
    - 3) Accumulated apparent energy KVARH
  - k. Equipped with an optional continuous duty, long-life, 4 line x 20 character LCD backlit display to provide local access to the following metered quantities:
    - 1) Current, per phase RMS and neutral (if applicable)
    - 2) Current Unbalance Percent
    - 3) Voltage, phase-to-phase and phase-to-neutral
    - 4) Voltage Unbalance Percent
    - 5) Real power, per phase and three-phase total
    - 6) Apparent power, per phase and three-phase total

- 7) Reactive power, per phase and three-phase total
- 8) Power factor, three-phase total and per phase
- 9) Frequency
- 10) Accumulated Energy, (MWH, MVAH, and MVARH)
- Setup for system requirements shall be allowed from the front of the Power Meter and include:
  - 1) CT rating (xxxxx:5)
  - 2) PT rating (xxxxxxx:120)
  - 3) System type (single; three phase; 3 wire)
  - 4) Communication parameters
- m. Reset of the following electrical parameters shall also be allowed from the front of the Power Meter:
  - 1) Real energy (MWH), apparent energy (MVAH) and reactive energy (MVARH).
- n. All reset and setup functions shall have a means for protection against unauthorized/accidental changes.
- 2. Instrument Switches: Rotary type, with titled escutcheon plate, suitably marked for each position. Provide positive means of maintaining contact, silver to silver with wiping action.
- 3. Current Transformers:
  - a. Each breaker compartment shall have provision for mounting of optional current transformers per phase (ANSI standard relay accuracy).
  - b. The current transformer assembly shall be insulated for the full voltage rating of the switchgear.
- 4. Potential Transformers:
  - a. Open-delta-connected drawout potential transformers with ratios as indicated on drawings.
  - b. Provide integrally mounted primary fuses.
  - c. Provide mechanical rating equal to momentary rating of circuit breakers.
  - d. Metering accuracy per ANSI Standards.
- 5. Alarm and Status Indication:
  - Provide visual and audible alarm and status indication lights, including spares, as indicated on drawings.
  - b. Reset visual alarms only after fault condition correction.
  - c. Provide silencing circuit which, after activation, permits audible annunciation of subsequent failures.
  - d. Provide visual alarms via solid state status panel with redundant LEDs for each annunciation point.
  - e. Provide integral lamp test feature.
  - f. Illuminated Indicator Tile Size: 15/16 inch (24 mm) by 15/16 inch (24 mm).
  - g. Systems that provide some or all alarms via touchscreen only are unacceptable.
- 6. Control Fuses:
  - a. Mount in readily accessible locations.
  - b. Provide pull-out, current-limiting type fuses for primary circuits.
- 7. Electromagnetic Control Relays:
  - a. Rated for intended service in control system.
  - b. Relays for Control Circuit Duty: Plug-in type with retaining clips and transparent plastic covers.
  - c. Clearly mark for control voltage.
  - d. Provide light-emitting diodes to indicate coil energization.
- 8. Communications Interface:
  - a. Communications accessory for integration into Building Automations System (BAS).
  - b. Protocol: Modbus or BACnet.
- 9. Microprocessor Controller

- a. The controller's sensing and logic shall be provided by a single built-in microprocessor for maximum reliability, minimum maintenance, and the ability to communicate serially through an optional serial communication module.
- b. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance. Sensing and control logic shall be provided on multi-layer printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers. The panel shall be enclosed with a protective cover and be mounted separately from the transfer switch unit for safety and ease of maintenance. The protective cover shall include a built-in pocket for storage of the operator's manuals.

#### I. Vacuum Circuit Breakers:

- 1. Rating: 12,470 nominal volts, 15,000 maximum volts, 60 Hz, a continuous current rating of 1200 amps and a symmetrical interrupting class of 25kA/500MVA system.
- 2. Construction:
  - a. One vacuum interrupter per phase.
  - b. Breakers of same type and rating to be interchangeable.
- 3. Operation:
  - a. Stored energy mechanism which is normally charged by a universal motor but can also be charged by the manual handle supplied on each breaker for manual emergency closing or testing.
  - b. Contact Closing Speed: Independent of control voltage and operator.
- 4. Provide full front shield.
- 5. Secondary Control Circuits:
  - a. Connected automatically when circuit breaker is racked into connected position using self-aligning, self-engaging plug and receptacle arrangement.
  - b. Secondary Disconnect Plug: Capable of manual connection in test position.
- 6. Provide the following for external use:
  - a. Auxiliary Contacts: Four.
  - b. Additional Mechanism-Operated Contacts: Six.
  - c. Truck-Operated Contacts: Six.
- Racking Mechanism: Operable with front door closed; position indication visible with door closed.
- 8. Interlocks:
  - a. Prevent racking of closed circuit breaker.
  - b. Automatically discharge stored-energy operating mechanism springs upon removal of circuit breaker from compartment.
- 9. Control Voltage: 125 VDC with capacitor trip unit with minimum 20 second charge.
- J. Protective Relays:
  - 1. Provide protective relays for each circuit breaker as indicated on drawings for protection, control, and communications functions.
  - 2. Provide protection types (IEEE C37.2 device function numbers) and protection level (e.g., basic, advanced, or advanced differential) required for application (e.g., main, feeder, or generator).
  - 3. Provide separate lockout relay (Device 86) for each protective relay.
  - Products: Schweitzer SEL-751A.

## 2.03 SOURCE QUALITY CONTROL

- A. See Section 014000 Quality Requirements for additional requirements.
- B. Factory Acceptance Testing:
  - 1. The metal-clad switchgear shall be fully assembled, inspected and tested at the factory prior to shipment.

2. Large line-ups shall be split to permit normal shipping and handling as well as for ease of rejoining at the job site.

#### **PART 3 EXECUTION**

#### 3.01 INSTALLATION

- A. Install equipment in accordance with manufacturer's written instructions.
- B. Install switchgear in accordance with NECA 1.
- C. Unless otherwise indicated, install and anchor switchgear on raised concrete pad 6 inches high; see Section 033000.
- D. Verify completion of the following prior to arrival of manufacturer's field representative:
  - 1. Proper switchgear installation, anchoring, and grounding.
  - 2. Reinstallation of shipping splits with splits bolted together, interconnecting wiring installed, and bus splice plates installed.
  - 3. Termination of power cables.
  - 4. Installation of customer control wiring to external equipment including engines, batteries, building management systems, and associated motor control.
  - 5. Installation of engine generator set.
  - 6. Installation of associated motor controls, plumbing, and building utilities.

#### 3.02 SEQUENCE OF OPERATION

## A. Power Outage

- 1. Loss of Utility
  - a. ATS Controller will continuously monitor the acceptability of the incoming utility sources based on set parameters input to the controller.
  - b. Upon the ATS controller sensing the normal as unacceptable power source, the ATS will send a start signal to start the generator.
  - c. Generator will start and once the emergency source becomes acceptable to the controller settings, the ATS will begin the transfer sequence.
  - d. Utility breaker will be opened.
  - e. Once the utility breaker is confirmed open, the Emergency breaker will be commanded to close.
  - f. ATS will remain in this status until the Utility is proven to be acceptable and stable for a select period of time.

# 2. Retransfer to Utility

- a. Once the utility source has deemed acceptable based on the ATS controller settings a retransfer time will begin to ensure utility acceptability is sustained.
- b. Upon Expiration of the retransfer timer the ATS controller will begin is retransfer to utility via closed transition mode.
- c. Controller will look for closed transition parameter to be met:
  - 1) Voltage +/- 5%
  - 2) Frequency +/- 0.2 Hz
  - 3) Phase relationship within +/- 5 electrical degrees
- d. Once parameters are met normal contactor is signaled to close.
- e. Once normal contactor is confirmed closed, the emergency contactor will be signaled to open.
- f. Generator will then be allowed a cool down time and shutdown

# B. Load Testing / Manual Transfer to Generator

- 1. Transfer to Generator
  - a. Command sent to ATS to transfer to Emergency by remote contact or by utilizing the test switch on the front of the ATS.
  - b. Once the signal is received to transfer to emergency source, a command will be sent to start the generator.

- c. Once Emergency source has been deemed acceptable based on the ATS controller settings the controller will begin the transfer.
- d. Controller will look for closed transition parameter to be met:
- e. Voltage +/- 5%
- f. Frequency +/- 0.2 Hz
- g. Phase relationship within +/- 5 electrical degrees
- h. Once parameters are met Emergency contactor is signaled to close.
- i. Once Emergency contactor is confirmed closed, the normal contactor will be signaled to open.
- j. The transfer switch will remain on Emergency until the signal is released.

# 2. Retransfer to Utility

- a. Once the signal is removed with the utility source still acceptable based on the ATS controller settings a retransfer time will begin to ensure utility acceptability is sustained.
- b. Upon Expiration of the retransfer timer the ATS controller will begin is retransfer to utility via closed transition mode.
- c. Controller will look for closed transition parameter to be met:
- d. Voltage +/- 5%
- e. Frequency +/- 0.2 Hz
- f. Phase relationship within +/- 5 electrical degrees
- g. Once parameters are met normal contactor is signaled to close.
- h. Once normal contactor is confirmed closed, the emergency contactor will be signaled to open.
- i. Generator will then be allowed a cool down time and shutdown.

# C. Failure to Transfer

- 1. Watchdog timer will begin once both normal and emergency contractor are closed.
- 2. Upon expiration of the watchdog timer (adjustable) indicating a failure of a contactor to open, both the normal and emergency contactor will be signaled to open to prevent an extended parallel condition.

## 3.03 MANUFACTURER TEST AND CERTIFICATION

- A. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- B. Upon request, the manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards, and withstand and closing ratings. The certification shall identify, by serial number(s), the equipment involved. No exceptions to the specifications, other than those stipulated at the time of the submittal, shall be included in the certification.
- C. The ATS manufacturer shall be certified to ISO 9001:2008 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001:2008.
- D. The equipment shall be factory tested to simulate a complete and integrated system. The circuit breakers supplied shall be installed in their actual positions and electrically and mechanically tested. A narrative of the system operation shall be provided and shall be utilized when testing the equipment. Copies of the test reports shall be provided.
- E. Upon request at order placement, the manufacturer shall provide upon completion of the order a certificate of seismic qualifications.
- F. Circuit breaker test reports [shall] [shall not] be provided.
- G. Customer inspection of equipment and witnessing of factory tests [shall] [shall not] be provided.
- H. All tests shall comply with applicable ANSI standards.

- 1. Dielectric Test: ANSI C37.20 Para. 5.3.1, latest revision.
- 2. Mechanical Test: ANSI C37.20 Para. 5.3.2, latest revision.
- 3. Grounding of Instrument Transformer Case Test: ANSI C37.20 Para. 5.3.3, latest revision.
- 4. Electrical Operation & Control Wiring Test: ANSI C37.20 Para. 5.3.3, latest revision.
- 5. Polarity Test: ANSI C37.20 Para. 5.3.4.3, latest revision.
- 6. Sequence Test: ANSI C37.20 Para. 5.3.4.4, latest revision.

#### 3.04 FIELD QUALITY CONTROL

- A. Manufacturer Services: Provide services of manufacturer's field representative to perform functional testing, commissioning, and first parameter adjusting.
  - 1. Verify connections and control power availability.
  - 2. Coordinate with engine generator manufacturer's field representative to provide test equipment and services to control engines for testing.
  - 3. Verify operation of switchgear and control equipment per sequence of operations.

### 3.05 CLOSEOUT ACTIVITIES

- A. Functional Demonstration Testing: Manufacturer's field representative to demonstrate proper operation of switchgear and associated systems, both automatic and manual, to Owner's designated representative, observing and documenting compliance with Contract Documents.
- B. Training:
  - 1. Train Owner's personnel on operation and maintenance of system.
    - a. Accommodate minimum of four attendees.
    - b. Provide not less than one session(s) with two hours of training.
    - c. Training Reference: Use submitted operations and maintenance manuals.
    - d. Instructor: Factory-trained manufacturer's representative.
    - e. Location: Project site.
  - 2. Provide sufficient time and detail in each session to cover the following at minimum:
    - a. Sequence of operation.
    - b. Major equipment components.
    - c. Equipment operation.
    - d. Equipment configurations.
    - e. Maintenance, troubleshooting, and repair.

# **END OF SECTION**

# SECTION 262416 PANELBOARDS

# **PART 1 GENERAL**

# 1.01SECTION INCLUDES

- A. Branch panelboards.
- B. Overcurrent protective devices for panelboards.

# 1.02 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 264300 Surge Protective Devices.

### 1.03 REFERENCE STANDARDS

- A. FS W-C-375 Circuit Breakers, Molded Case; Branch Circuit and Service; 2013e, with Amendments (2022).
- B. NECA 1 Standard for Good Workmanship in Electrical Construction; 2023.
- C. NECA 407 Standard for Installing and Maintaining Panelboards; 2015.
- D. NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.
- E. NEMA PB 1 Panelboards; 2011.
- F. NEMA PB 1.1 General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 1000 Volts or Less; 2023.
- G. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 50 Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- UL 50E Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 67 Panelboards; Current Edition, Including All Revisions.
- K. UL 489 Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

## 1.04 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.

### 1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

## **PART 2 PRODUCTS**

## 2.01 MANUFACTURERS

- A. ABB (GE)
- B. Eaton

C. Square D (Schneider Electric)

### 2.02 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet (2,000 m).
  - 2. Ambient Temperature:
    - a. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).
- C. Short Circuit Current Rating:
  - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
  - 1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
  - 2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- G. Conductor Terminations: Suitable for use with the conductors to be installed.
- H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Outdoor Locations: Type 3R.
  - 2. Boxes: Galvanized steel unless otherwise indicated.
    - a. Provide wiring gutters sized to accommodate the conductors to be installed.
  - 3. Lockable Doors: All locks keyed alike unless otherwise indicated.
- I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- J. Surge Protective Devices: Where factory-installed, internally mounted surge protective devices are provided in accordance with Section 264300, list and label panelboards as a complete assembly including surge protective device.

### 2.03 BRANCH PANELBOARDS

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
  - 1. Main and Neutral Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
  - 2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
  - 1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
  - 2. Phase and Neutral Bus Material: Tin-plated Copper.
  - 3. Ground Bus Material: Aluminum or copper.
- D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.

E. Enclosures:

- 1. Provide surface-mounted or flush-mounted enclosures as indicated.
- 2. Provide clear plastic circuit directory holder mounted on inside of door.

# 2.04 OVERCURRENT PROTECTIVE DEVICES

- A. Molded Case Circuit Breakers:
  - 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
  - 2. Interrupting Capacity:
    - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
      - 1) 10,000 rms symmetrical amperes at 240 VAC or 208 VAC.
      - 2) 14,000 rms symmetrical amperes at 480 VAC.
    - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
  - 3. Conductor Terminations:
    - a. Provide mechanical lugs unless otherwise indicated.
    - b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
  - 4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
    - a. Provide field-adjustable magnetic instantaneous trip setting for circuit breaker frame sizes 225 amperes and larger.
  - 5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

## **PART 3 EXECUTION**

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

#### 3.02 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required support and attachment.
- F. Install panelboards plumb.
- G. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- H. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches (2000 mm) above the floor or working platform.
- I. Provide minimum of six spare 1 inch (27 mm) trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.
- J. Provide grounding and bonding in accordance with Section 260526.
- K. Install all field-installed branch devices, components, and accessories.

L. Provide filler plates to cover unused spaces in panelboards.

# **END OF SECTION**

# SECTION 262726 WIRING DEVICES

# PART 1 GENERAL

## 1.01SECTION INCLUDES

- A. Receptacles.
- B. Wall plates and covers.

### 1.02 RELATED REQUIREMENTS

- A. Section 260526 Grounding and Bonding for Electrical Systems.
- B. Section 260533.16 Boxes for Electrical Systems.
- C. Section 260553 Identification for Electrical Systems: Identification products and requirements.

# 1.03 REFERENCE STANDARDS

- A. FS W-C-596 Connector, Electrical, Power, General Specification for; 2014h, with Amendments (2017).
- B. NECA 1 Standard for Good Workmanship in Electrical Construction; 2023.
- C. NECA 130 Standard for Installing and Maintaining Wiring Devices; 2016.
- D. NEMA WD 1 General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2020).
- E. NEMA WD 6 Wiring Devices Dimensional Specifications; 2021.
- F. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 498 Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- H. UL 514D Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- UL 943 Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

#### 1.04 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

### 1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

#### **PART 2 PRODUCTS**

## 2.01 WIRING DEVICES - GENERAL REQUIREMENTS

- A. Provide wiring devices suitable for intended use with ratings adequate for load served.
- B. Wiring Device Applications:
  - 1. Receptacles Installed Outdoors or in Damp or Wet Locations: Use weather-resistant GFCI receptacles with weatherproof covers.
- C. Wiring Device Finishes:
  - 1. Provide wiring device finishes as described below, unless otherwise indicated.
  - 2. Wiring Devices Installed in Wet or Damp Locations: Gray with weatherproof cover.

#### 2.02 RECEPTACLES

- A. Manufacturers:
  - 1. Hubbell
  - 2. Pass & Seymour (Legrand)

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- B. Receptacles General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
  - 2. NEMA configurations specified are according to NEMA WD 6.

## C. Convenience Receptacles:

- 1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
  - a. Basis of Design: Hubbell HBL5362

#### D. GFCI Receptacles:

- GFCI Receptacles General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
- 2. Standard GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
  - a. Basis of Design: Hubbell GFR20
- Weather Resistant GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations.
  - a. Basis of Design: Hubbell GFRWR20

### 2.03 WALL PLATES AND COVERS

- A. Wall Plates: Comply with UL 514D.
  - Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Screws: Metal with slotted heads finished to match wall plate finish.
- B. Weatherproof Receptacle Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

### **PART 3 EXECUTION**

## 3.01 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of wiring devices provided under this section.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Where required, connect wiring devices using pigtails not less than 6 inches (150 mm) long. Do not connect more than one conductor to wiring device terminals.
- E. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- F. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- G. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- H. Install wall switches with OFF position down.
- I. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- J. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or

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improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

K. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

# **END OF SECTION**

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# SECTION 263213 ENGINE GENERATORS

#### **PART 1 GENERAL**

#### 1.01RELATED REQUIREMENTS

- A. Section 033000 Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 260526 Grounding and Bonding for Electrical Systems.
- C. Section 260553 Identification for Electrical Systems: Identification products and requirements.

### 1.02 REFERENCE STANDARDS

- A. ASTM D975 Standard Specification for Diesel Fuel; 2023a.
- B. NECA 1 Standard for Good Workmanship in Electrical Construction; 2023.
- C. NECA/EGSA 404 Standard for Installing Generator Sets; 2014.
- D. NEMA MG 1 Motors and Generators; 2021.
- E. NFPA 30 Flammable and Combustible Liquids Code; 2024.
- F. NFPA 37 Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines; 2024, with Amendment.
- G. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. NFPA 99 Health Care Facilities Code; 2024, with Errata.
- I. NFPA 110 Standard for Emergency and Standby Power Systems; 2025.
- J. UL 142 Steel Aboveground Tanks for Flammable and Combustible Liquids; Current Edition, Including All Revisions.
- K. UL 1236 Battery Chargers for Charging Engine-Starter Batteries; Current Edition, Including All Revisions.
- L. UL 2200 Stationary Engine Generator Assemblies; Current Edition, Including All Revisions.

#### 1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. Coordinate arrangement of equipment with the dimensions and clearance requirements of the actual equipment to be installed.

#### 1.04 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. 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. Include alternator starting capabilities, engine fuel consumption rates, and cooling, combustion air, and exhaust requirements.
  - 1. Include generator set sound level test data.
  - 2. Include characteristic trip curves for overcurrent protective devices upon request.
  - 3. Include alternator thermal damage curve upon request.
- C. Shop Drawings: Include dimensioned plan views and sections indicating locations of system components, required clearances, and field connection locations. Include system interconnection schematic diagrams showing all factory and field connections.
- D. Fuel Storage Tank Calculations: Indicate maximum running time for generator set configuration provided.
- E. Evidence of qualifications for installer.
- Evidence of qualifications for maintenance contractor (if different entity from installer).

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- G. Manufacturer's factory emissions certification.
- H. Source quality control test reports.
- I. Provide NFPA 110 required documentation from manufacturer where requested by authorities having jurisdiction, including but not limited to:
  - 1. Certified prototype tests.
  - 2. NFPA 110 compliance certification.
  - 3. Certified rated load test at rated power factor.
- J. Manufacturer's detailed field testing procedures.
- K. Field quality control test reports.
- L. Operation and Maintenance Data: Include detailed information on system operation, equipment programming and setup, replacement parts, and recommended maintenance procedures and intervals.
- M. Executed Warranty: Submit documentation of final executed warranty completed in Owner's name and registered with manufacturer.

# 1.05 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 1 system.
  - 3. NFPA 37 (Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines).
  - 4. NFPA 30 (Flammable and Combustible Liquids Code).
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

# 1.06 WARRANTY

- A. See Section 017800 Closeout Submittals, for additional warranty requirements.
- B. Manufacturer shall provide base warranty coverage on the material and workmanship of the generator set for a minimum of twenty-four (24) months for Standby product and twelve (12) months for Prime/Continuous product from registered commissioning and start-up.

# **PART 2 PRODUCTS**

# 2.01 MANUFACTURERS

- A. Packaged Engine Generator Set Basis of Design: Cummins Power Generation.
- B. Packaged Engine Generator Set Other Acceptable Manufacturers:
  - 1. Submit product data and shop drawings as listed in Part 1 to Engineer no later than seven (7) calendar days prior to bid date for mandatory preliminary approval for all products other than basis of design.
    - a. Caterpillar Inc
    - b. MTU Onsite Energy, a Brand of Rolls-Royce Power Systems
  - 2. 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.

#### 2.02 PACKAGED ENGINE GENERATOR SYSTEM

- A. Provide new engine generator system consisting of all required equipment, sensors, conduit, boxes, wiring, piping, 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. System Description:
  - 1. Application: Emergency/standby.
  - 2. Configuration: Single packaged engine generator set operated independently (not in parallel).
  - 3. Total System Power Rating: 750 kW, standby.
- D. Packaged Engine Generator Set:
  - Type: Diesel (compression ignition).
  - 2. Power Rating: 750 kW, standby.
  - 3. Voltage: 480Y/277 V, 3 phase, 60 Hz.
- E. Generator Set General Requirements:
  - 1. Prototype tested in accordance with NFPA 110 for Level 1 systems.
  - 2. Factory-assembled, with components mounted on suitable base.
    - a. Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
  - 3. List and label engine generator assembly as complying with UL 2200.
  - 4. Power Factor: Unless otherwise indicated, specified power ratings are at 0.8 power factor for three phase voltages and 1.0 power factor for single phase voltages.
  - 5. Provide suitable guards to protect personnel from accidental contact with rotating parts, hot piping, and other potential sources of injury.
- F. Service Conditions: Provide engine generator system and associated components suitable for operation under the service conditions at the installed location.
- G. Starting and Load Acceptance Requirements:
  - Cranking Method: Cycle cranking complying with NFPA 110 (15 second crank period, followed by 15 second rest period, with cranking limiter time-out after 3 cycles), unless otherwise required.
  - 2. Cranking Limiter Time-Out: If generator set fails to start after specified cranking period, indicate overcrank alarm condition and lock-out generator set from further cranking until manually reset.
  - 3. Start Time: Capable of starting and achieving conditions necessary for load acceptance within 10 seconds (NFPA 110, Type 10).
  - 4. Maximum Load Step: 3657kVA, maximum.
    - a. Maximum Voltage Deviation with 50% Load Step: 8 percent.
      - 1) Voltage shall recover to steady-state operating band within 2 seconds. Recovery shall happen within 10 seconds for a 100% load step.
    - b. Maximum Frequency Deviation with 50% Load Step: 7 percent.
      - 1) Voltage shall recover to steady-state operating band within 2 seconds. Recovery shall happen within 10 seconds for a 100% load step.
  - 5. Load Sharing: Share real and reactive load proportionally within plus or minus 3 percent.
- H. Exhaust Emissions Requirements:
  - 1. Comply with federal (EPA), state, and local regulations applicable at the time of commissioning; include factory emissions certification with submittals.
  - 2. Do not make modifications affecting generator set factory emissions certification without approval of manufacturer and Engineer. Where such modifications are made, provide field emissions testing as necessary for certification.

# 2.03 ENGINE AND ENGINE ACCESSORY EQUIPMENT

- A. Provide engine with adequate horsepower to achieve specified power output at rated speed, accounting for alternator efficiency and parasitic loads.
- B. Engine Fuel System Diesel (Compression Ignition):
  - 1. Fuel Source: Diesel, ASTM D975 No. 2-D.
  - 2. Fuel Storage: Sub-base fuel tank.

- 3. Engine Fuel Supply: Provide engine-driven, positive displacement fuel pump with replaceable fuel filter(s), water separator, check valve to secure prime, manual fuel priming pump, and relief-bypass valve. Provide fuel cooler where recommended by manufacturer.
  - a. Main Fuel Pump: Mounted on engine; Adequate primary fuel flow under starting and load conditions.
- 4. Engine Fuel Connections: Provide suitable, approved flexible fuel lines for coupling engine to fuel source.
- 5. Sub-Base Fuel Tank:
  - Provide sub-base mounted, double-wall fuel tank with secondary containment.
     Provide corrosion resistant steel construction; listed and labeled as complying with UL 142 and NFPA 30.
  - Tank Capacity: Size for minimum of 72 hours of continuous engine generator operation at 100 percent rated load, but not larger than permissible by applicable codes.
  - c. Features:
    - 1) Tank rails and lifting eyes.
    - 2) Direct reading fuel level gauge.
    - 3) Normal atmospheric vent.
    - 4) Emergency pressure relief vent.
    - 5) Fuel fill opening with lockable cap.
    - 6) Dedicated electrical conduit stub-up area.
    - 7) Leak detection switch.
    - 8) High/low fuel level switches.
    - 9) Welded steel containment basin, sized to prevent escape of fuel into the environment in the event of a tank rupture.
    - 10) Fill port with overfill prevention valve (OFPV).
    - 11) 5 gallon fill/spill dam or bucket.

# C. Engine Starting System:

- 1. System Type: 24V, as recommended by the engine manufacturer; electric, with negative ground.
- 2. Battery(s):
  - a. Battery Type: Lead-acid.
  - Battery Capacity: Size according to manufacturer's recommendations for achieving starting and load acceptance requirements under worst case ambient temperature; capable of providing cranking through two complete periods of cranking limiter timeouts without recharging.
  - c. Provide battery rack, cables, and connectors suitable for the supplied battery(s); size battery cables according to manufacturer's recommendations for cable length to be installed.
- 3. Battery Compartment: Factory fabricated of metal with acid-resistant finish.
- 4. Battery-Charging Alternator:
  - a. Factory mount, solid-state voltage regulation.
  - b. Capable of recharging the batteries with all parasitic loads connected within 4 hours after a normal engine starting sequence.
- 5. Battery Charger:
  - a. Enclosure and Mounting: NEMA, Type 1, wall-mounted cabinet.
  - b. Provide dual rate battery charger with automatic float and equalize charging modes and minimum rating of 10 amps; suitable for maintaining the supplied battery(s) at full charge without manual intervention.
  - c. Capable of returning supplied battery(s) from fully discharged to fully charged condition within 24 hours, as required by NFPA 110 for Level 1 applications while carrying normal loads.

- d. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 4 F (minus 20 C) to plus 104 F (plus 40 C) to prevent overcharging at high temperatures and undercharging at low temperatures.
- e. Listed as complying with UL 1236.
- f. Furnished with integral overcurrent protection; current limited to protect charger during engine cranking; reverse polarity protection.
- g. Provide integral DC output ammeter and voltmeter with ten percent accuracy.
- h. Provide alarm output contacts as necessary for alarm indications.
- i. Provide LED indication of status, charging, faults, and modes.
- j. Provide LCD display to indicate charge rate and battery voltage. Charger shall provide relay contacts for fault conditions as required by NFPA110.

# D. Engine Speed Control System (Governor):

- Single Engine Generator Sets (Not Operated in Parallel): Provide electronic isochronous governor for controlling engine speed/alternator frequency at engine operating temperature conditions.
- 2. Generator Sets Used with Closed Transition Transfer Switches: Provide electronic isochronous governor with frequency regulation suitable for transfer.
- 3. Frequency Regulation, Electronic Isochronous Governors: 0.25 percent (0.15 Hz) from no load to full load; no change in frequency at steady state.

# E. Engine Lubrication System:

- 1. Mounted on engine or base.
- 2. Lube oil pump: Positive displacement, mechanical, full pressure pump.
- 3. Filter and Strainer: Provided by manufacturer for adequate filtration for the prime mover to be used.
- 4. Crankcase Drain: Gravity drain.

# F. Engine Cooling System:

- 1. System Type: Closed-loop, liquid-cooled, with unit-mounted radiator/fan and enginedriven coolant pump; suitable for providing adequate cooling while operating at full load under worst case ambient temperature.
  - a. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by manufacturer.
  - b. Size of Radiator overflow tank: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
  - c. Expansion Tank: Rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
  - d. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
  - e. Duct Flange: Generator sets installed indoors shall be provided with a flexible radiator duct adapter flange.
- 2. Fan Guard: Provide suitable guard to protect personnel from accidental contact with fan.
- 3. Coolant Heater:
  - a. Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity and performance.
  - b. Designed for operation on a single 208 VAC, Single phase, 60Hz power connection. Heater voltage shall be shown on the project drawings.
  - c. Installed with isolation valves to isolate the heater for replacement of the element without draining the engine cooling system or significant coolant loss.
  - d. Provided with a 24VDC thermostat, installed at the engine thermostat housing
- G. Muffler/Silencer: Selected per manufacturer recommendations for performance to meet sound requirements of the application, and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.

- 1. Outdoor enclosures: Silencer located in the enclosure.
- H. Engine Air Intake and Exhaust System:
  - 1. Air Intake Filtration: Provide engine-mounted, replaceable, dry element filter with restriction indicator.
  - 2. Engine Exhaust Connection: Provide suitable, approved flexible connector for coupling engine to exhaust system.

# 2.04 ALTERNATOR (GENERATOR)

A. Alternator: 4-pole, 1800 rpm (60 Hz output) revolving field, synchronous generator complying with NEMA MG 1; connected to engine with flexible coupling; voltage output configuration as indicated, with reconnectable leads for 3 phase alternators.

# B. Exciter:

- 1. Exciter Type: Brushless; provide permanent magnet generator (PMG) excitation system; self-excited (shunt) systems are not permitted.
- 2. PMG Excitation Short-Circuit Current Support: Capable of sustaining 300 percent of rated output current for 8 seconds.
- 3. Voltage Regulation (with PMG excitation): Plus/minus 0.5 percent for any constant load from no load to full load.
- C. Temperature Rise: Comply with UL 2200.
- D. Insulation System: NEMA MG 1, Class H; suitable for alternator temperature rise.
- E. Enclosure: NEMA MG 1, drip-proof.
- F. Total Harmonic Distortion: Not greater than five percent line to line or line to neutral at full load. Not greater than three percent for any single harmonic.
- G. Telephone Influence Factor: Not greater than 50% (NEMA MG 1).

# 2.05 GENERATOR SET CONTROL SYSTEM

A. Provide microprocessor-based control system for automatic control, monitoring, and protection of generator set. Include sensors, wiring, and connections necessary for functions/indications specified.

### B. Control Panel:

- 1. Control Panel Mounting: Unit-mounted unless otherwise indicated; vibration isolated.
- 2. Generator Set Control Functions:
  - a. Automatic Mode: Initiates generator set start/shutdown upon receiving corresponding signal from remote device (e.g. automatic transfer switch).
  - b. Manual Mode: Initiates generator set start/shutdown upon direction from operator.
  - c. Reset Mode: Clears all faults, allowing generator set restart after a shutdown.
  - d. Emergency Stop: Immediately shuts down generator set (without time delay) and prevents automatic restarting until manually reset.
  - e. Cycle Cranking: Programmable crank time, rest time, and number of cycles.
  - f. Time Delay: Programmable for shutdown (engine cooldown) and start (engine warmup).
  - g. Voltage Adjustment: Adjustable through range of plus/minus 5 percent.
- 3. Generator Set Status Indications:
  - a. Voltage (Volts AC): Line-to-line, line-to-neutral for each phase.
  - b. Current (Amps): For each phase.
  - c. Frequency (Hz).
  - d. Real power (W/kW).
  - e. Reactive power (VAR/kVAR).
  - f. Apparent power (VA/kVA).
  - g. Power factor.
  - h. Duty Level: Actual load as percentage of rated power.

i. Engine speed (RPM).

- j. Battery voltage (Volts DC).
- k. Engine oil pressure.
- I. Engine coolant temperature.
- m. Engine run time.
- n. Generator powering load (position signal from transfer switch).
- 4. Generator Set Protection and Warning/Shutdown Indications:
  - a. Comply with NFPA 110; configurable for NFPA 110 Level 1 or Level 2, or NFPA 99 systems including but not limited to the following protections/indications:
    - 1) Overcrank (shutdown).
    - 2) Low coolant temperature (warning).
    - 3) High coolant temperature (warning).
    - 4) High coolant temperature (shutdown).
    - 5) Low oil pressure (shutdown).
    - 6) Overspeed (shutdown).
    - 7) Low fuel level (warning).
    - 8) Low coolant level (warning/shutdown).
    - 9) Generator control not in automatic mode (warning).
    - 10) High battery voltage (warning).
    - 11) Low cranking voltage (warning).
    - 12) Low battery voltage (warning).
    - 13) Battery charger failure (warning).
  - b. In addition to NFPA 110 requirements, provide the following protections/indications:
    - 1) High AC voltage (shutdown).
    - 2) Low AC voltage (shutdown).
    - 3) High frequency (shutdown).
    - 4) Low frequency (shutdown).
    - 5) Overcurrent (shutdown).
    - 6) Fuel tank leak (warning), where applicable.
  - c. Provide contacts for local and remote common alarm.
  - d. Provide lamp test function that illuminates all indicator lamps.
- 5. Other Control Panel Features:
  - a. Event log.
  - b. Communications Capability: Utilize Modbus communications protocol. Provide all accessories necessary for proper interface to Buildign Automation System (BAS).
    - 1) Cooridnate integration with C&C Group.
- C. Remote Annunciator (Bid Alternate #1):
  - 1. Remote Annunciator Mounting: Wall-mounted; Provide surface-mounted annunciator in control center.
  - 2. Generator Set Status Indications:
    - a. Generator powering load (via position signal from transfer switch).
    - b. Communication functional.
  - 3. Generator Set Warning/Shutdown Indications:
    - a. Comply with NFPA 110; configurable for NFPA 110 Level 1 or Level 2, or NFPA 99 systems including but not limited to the following indications:
      - 1) Overcrank (shutdown).
      - 2) Low coolant temperature (warning).
      - 3) High coolant temperature (warning).
      - 4) High coolant temperature (shutdown).
      - 5) Low oil pressure (shutdown).
      - 6) Overspeed (shutdown).
      - 7) Low fuel level (warning).
      - 8) Low coolant level (warning/shutdown).

- 9) Generator control not in automatic mode (warning).
- 10) High battery voltage (warning).
- 11) Low cranking voltage (warning).
- 12) Low battery voltage (warning).
- 13) Battery charger failure (warning).
- b. Provide audible alarm with silence function.
- c. Provide lamp test function that illuminates all indicator lamps.

# 2.06 GENERATOR SET ENCLOSURE

- A. Enclosure Type: Sound attenuating, weather protective.
- B. Enclosure Material: Steel or aluminum.
- C. Hardware Material: Stainless steel.
- D. Color: Manufacturer's standard.
- E. Access Doors: Lockable, with all locks keyed alike.
- F. Openings: Designed to prevent bird/rodent entry.
- G. External Drains: Extend oil and coolant drain lines to exterior of enclosure for maintenance service.
- H. Sound Attenuating Enclosures: Line enclosure with non-hydroscopic, self-extinguishing sound-attenuating material.

# 2.07 SOURCE QUALITY CONTROL

- A. See Section 014000 Quality Requirements, for additional requirements.
- B. Perform production tests on generator sets at factory to verify operation and performance characteristics prior to shipment. Include certified test report with submittals.
- C. Generator Set production testing to include, at a minimum:
  - 1. Operation at rated load and rated power factor.
  - 2. Single step load pick-up.
  - 3. Transient and steady state voltage and frequency performance.
  - 4. Operation of safety shutdowns.
- D. Diesel Fuel Storage Tanks: Perform pressurized leak test prior to shipment.

# **PART 3 EXECUTION**

# 3.01 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install generator sets and associated accessories in accordance with NECA/EGSA 404.
- D. Arrange equipment to provide minimum clearances and required maintenance access.
- E. Unless otherwise indicated, mount generator set on properly sized, minimum 6 inch (150 mm) high concrete pad constructed in accordance with Section 033000.
- F. Provide required support and attachment260529.
- G. Use manufacturer's recommended oil and coolant, suitable for the worst case ambient temperatures.
- H. Provide diesel fuel piping and venting.
- I. Provide grounding and bonding in accordance with Section 260526.
- J. Identify system wiring and components in accordance with Section 260553.

# 3.02 FIELD QUALITY CONTROL

- A. Provide services of a manufacturer's authorized representative to prepare and start systems and perform inspection and testing. Include manufacturer's detailed testing procedures and field reports with submittals.
- B. Notify Owner and Architect at least two weeks prior to scheduled inspections and tests.
- C. Notify authorities having jurisdiction and comply with their requirements for scheduling inspections and tests and for observation by their personnel.
- Provide all equipment, tools, and supplies required to accomplish inspection and testing, including load bank and fuel.
- E. Preliminary inspection and testing to include, at a minimum:
  - 1. Inspect each system component for damage and defects.
  - Verify tightness of mechanical and electrical connections are according to manufacturer's recommended torque settings.
  - 3. Check for proper oil and coolant levels.
- F. Prepare and start system in accordance with manufacturer's instructions.
- G. Perform acceptance test in accordance with NFPA 110.
- H. Inspection and testing to include, at a minimum:
  - 1. Verify compliance with starting and load acceptance requirements.
  - 2. Verify voltage and frequency; make required adjustments as necessary.
  - 3. Verify phase sequence.
  - 4. Verify control system operation, including safety shutdowns.
  - 5. Verify operation of auxiliary equipment and accessories (e.g. battery charger, heaters, etc.).
  - 6. Perform load tests in accordance with NFPA 110 (1.5 hour building load test followed by 2 hour full load test).
- I. Provide field emissions testing where necessary for certification.
- J. Correct defective work, adjust for proper operation, and retest until entire system complies with Contract Documents.
- K. Submit detailed reports indicating inspection and testing results and corrective actions taken.

# 3.03 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate proper operation of system to Owner, and correct deficiencies or make adjustments as directed.
- B. Training: Train Owner's personnel on operation, adjustment, and maintenance of system.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  - 2. Provide minimum of four hours of training.
  - 3. Instructor: Manufacturer's authorized representative.
  - 4. Location: At project site.
- C. After successful acceptance test and just prior to Substantial Completion, replace air, oil, and fuel filters, change engine oil, and fill fuel storage tank full.
  - 1. Fuel for testing shall be provided by the contractor and the tank shall be refilled to full by contractor after testing at turnover to owner.

# 3.04 MAINTENANCE

A. Provide to Owner at no extra cost, a separate maintenance contract for the service and maintenance of engine generator system for one (1) year from date of Substantial Completion; Include a complete description of preventive maintenance, systematic examination, adjustment, inspection, and testing, with a detailed schedule.

# **END OF SECTION**

# SECTION 265600 EXTERIOR LIGHTING

# **PART 1 GENERAL**

# 1.01SECTION INCLUDES

- A. Exterior luminaires.
- B. Poles and accessories.

# 1.02 RELATED REQUIREMENTS

- Section 033000 Cast-in-Place Concrete: Materials and installation requirements for concrete bases for poles.
- B. Section 260526 Grounding and Bonding for Electrical Systems.
- C. Section 260529 Hangers and Supports for Electrical Systems.
- D. Section 260533.16 Boxes for Electrical Systems.

#### 1.03 REFERENCE STANDARDS

- A. NECA 1 Standard for Good Workmanship in Electrical Construction; 2023.
- B. NECA/IESNA 501 Standard for Installing Exterior Lighting Systems; 2000 (Reaffirmed 2006).
- C. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 1598 Luminaires; Current Edition, Including All Revisions.
- E. UL 8750 Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

# 1.04 ADMINISTRATIVE REQUIREMENTS

### A. Coordination:

1. Coordinate placement of poles and associated foundations with utilities, curbs, sidewalks, trees, walls, fences, striping, etc. installed under other sections or by others. Coordinate elevation to obtain specified foundation height.

# 1.05 SUBMITTALS

- A. See Section 013000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.

# 1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

#### **PART 2 PRODUCTS**

#### 2.01 LUMINAIRE TYPES

A. Furnish products as indicated in luminaire schedule included on the drawings.

### 2.02 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

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- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

# 2.03 POLES

#### A. All Poles:

- 1. Provide poles and associated support components suitable for the luminaire(s) and associated supports and accessories to be installed.
- 2. Material: Steel, unless otherwise indicated.
- 3. Shape: Square straight, unless otherwise indicated.
- 4. Finish: Match luminaire finish, unless otherwise indicated.
- Mounting: Install on concrete foundation, height as indicated on the drawings, unless otherwise indicated.
- B. Metal Poles: Provide ground lug, accessible from handhole.

# **PART 3 EXECUTION**

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

# 3.02 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of luminaires provided under this section.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install products in accordance with manufacturer's instructions.
- D. Install luminaires in accordance with NECA/IESNA 501.
- E. Provide required support and attachment in accordance with Section 260529.
- F. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- G. Pole-Mounted Luminaires:
  - Foundation-Mounted Poles:
    - a. Provide cast-in-place concrete foundations for poles as indicated, in accordance with Section 033000.
      - 1) Install anchor bolts plumb per template furnished by pole manufacturer.
      - 2) Position conduits to enter pole shaft.
    - b. Install foundations plumb.
    - c. Install poles plumb, using leveling nuts or shims as required to adjust to plumb.
    - d. Tighten anchor bolt nuts to manufacturer's recommended torque.
    - e. Install non-shrink grout between pole anchor base and concrete foundation, leaving small channel for condensation drainage.
    - f. Install anchor base covers or anchor bolt covers as indicated.

2. Grounding:

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- a. Bond luminaires, metal accessories, metal poles, and foundation reinforcement to branch circuit equipment grounding conductor.
- b. Provide supplementary ground rod electrode as specified in Section 260526 at each pole bonded to grounding system as indicated.
- 3. Install separate service conductors, 12 AWG copper, from each luminaire down to handhole for connection to branch circuit conductors.
- H. Install accessories furnished with each luminaire.
- I. Bond products and metal accessories to branch circuit equipment grounding conductor.

# 3.03 FIELD QUALITY CONTROL

- A. Inspect each product for damage and defects.
- B. Operate each luminaire after installation and connection to verify proper operation.
- C. Correct wiring deficiencies and repair or replace damaged or defective products.

# **END OF SECTION**

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# **SECTION 329219 - SEEDING**

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division Specification sections, and the Approved DNR Land Disturbance Permit, apply to the Work specified in this Section.

# 1.2 DESCRIPTION OF WORK

- A. The contractor shall be responsible for reseeding all disturbed turf areas excavated for underground conduit and newly graded areas not finished with hardscaping. Refer to drawings for conduit routing and grading extents.
- B. Furnish all materials, labor, equipment and services necessary to perform all Work.
- C. Work included in this Section includes clearing of weeds, seed bed preparation, installation of erosion control fabric and seeding operations required for seeding of the areas shown on Drawings.

# 1.3 SPECIFICATIONS AND STANDARDS

- A. U.S. Department of Agriculture: SRA 156 U.S. Department of Agriculture, Rules and Regulations under the Federal Seed Act.
- B. American Joint Committee on Horticultural Nomenclature Standard: 1942 Edition Standardized Plant Names.

### **PART 2 - PRODUCTS**

# 2.1 SEED

- A. All seed shall be furnished in sealed, standard containers, unless otherwise approved. Seed which has become wet, moldy, or otherwise damaged will not be acceptable.
- B. Each container of seed shall be fully labeled in accordance with the Federal Seed Act and seed certifications shall be signed and made part of seed invoices.
- C. Seed shall be Fescue, 97 percent pure live seed
- D. Invoices and tags for seed shall show type furnished. Upon acceptance of the seeded areas, a final check of total quantities of seed used will be made against total area seeded and if minimum rates of application or specified quantities have not been met, the Architect will require distribution of additional quantities of these materials to make up minimum application specified.

#### 2.2 FERTILIZER

- A. Fertilizer shall be uniform in composition, free-flowing, suitable for application with approved equipment and delivered to the site unopened in original containers each bearing the manufacturer's guaranteed analysis and in conformity with state fertilizer laws. Fertilizer shall contain the following minimum percentage of plant food by weight.
  - 1. 12 percent available nitrogen
  - 2. 12 percent available phosphoric acid
  - 3. 12 percent available potash
- B. Fertilizer application rates shall be 600 pounds per acre applied.
- C. Invoices for fertilizer shall show grade furnished. Upon acceptance of the seeded areas, a final check of total quantities of fertilizer used will be made against total area seeded and if minimum rates of application or specified quantities have not been met, the Architect will require distribution of additional quantities of these materials to make up minimum application specified.

# 2.3 EROSION CONTROL FABRIC

A. Fabric shall be "Soil Saver" as is distributed by Jim Walls Company in Dallas, Texas (214) 239-8577; or "Curlex Blankets" as is distributed by Americal Excelsior Company in North Kansas City, Missouri (816) 842-3034; or approved equal.

# 2.4 STAPLES

A. Staples shall be a No. 11 gauge steel wire formed into a "U" shape, 6 inches long.

# **PART 3 - EXECUTION**

# 3.1 GROUND PREPARATION

- A. General: the ground areas are to be seeded and fertilized as indicated on the Drawings and/or as specified herein. Equipment necessary for the proper preparation of the ground surface and for handling and placing all required materials shall be on hand, in good condition and shall be approved before the Work is started.
- B. Clearing: Prior to tillage, seeding or other specified operations, all vegetation which might interfere with the indicated treatment of the areas shall be mowed, grubbed, raked and the debris removed from the site. Prior to or during grading and tillage operations, the ground surface shall be cleared of materials which might hinder final operations. Areas which have been disturbed shall be finish graded and/or developed as indicated on the Drawings or as specified.
- C. Tillage: After the areas required to be seeded have been brought to the finish grades as specified, they shall be thoroughly tilled to a depth of at least 6 inches by plowing, disking, harrowing or other approved methods until the condition of the soil is acceptable to the Architect. Work shall be performed only during period when beneficial results are likely to be obtained. When conditions are such by reason of drought, excessive moisture, or other factors that satisfactory results are not likely to be obtained, Work shall be stopped. Work shall be resumed only when desired results are likely to be obtained.

- D. Leveling: Any undulations or irregularities in the surface resulting from tillage, fertilizing or other operations shall be leveled with a float drag before seeding operations are begun.
- E. Fertilizing: Fertilizer shall be distributed uniformly at the rate previously specified per 1,000 square feet over the areas to be seeded and shall be incorporated into the soil to a depth of at least 3 to 4 inches by disking, harrowing or other approved methods. The incorporation of fertilizer may be a part of the tillage operation hereinbefore specified. Distribution by means of an approved seed drill equipped to sow seed and distribute fertilizer at the same time will not be accepted. Fertilizer shall be incorporated into the soil a minimum of 10 days before seed is planted.
- F. Inspection: A minimum of 48 hours prior notice must be given to the Construction Administrator before fertilizing may commence.
- G. Planting Time: All seeding Work shall be done between the dates of April 1 to May 15 for spring planting and from August 15 to October 15 for fall planting except as otherwise directed in writing by the Construction Administrator.
- H. Planting Condition: No planting shall be done until a permanent source of water is available at the site for use by the Owner.

# 3.2 SEEDING

- A. General: Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rains, traffic, or other cause shall be reworked to restore the ground condition previously specified. Seed shall be planted by drill seeding.
- B. Drill Seeding: Seed shall be uniformly drilled to an average depth of ½ inch and at the rate of 8 pounds per 1,000 square feet using equipment having drills not more than 6 ½ inches apart. Row markers shall be used with the drill seeder.
- C. Rolling: Immediately after seeding, except for slopes 3 horizontal to 1 vertical and greater, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width. Do not roll areas seeded with seed drills equipped with rollers.
- D. Inspection: A minimum of 48 hours prior notice must be given to the Construction Administrator before seeding may commence.

# 3.3 INSTALLATION OF EROSION CONTROL FABRIC

- A. Fabric shall be rolled out in place. Fabric shall be applied without stretching and shall lie smoothly but loosely on the soil surface. The Contractor shall refer to the Drawings for details of fabric fastening.
- B. Application of the erosion control fabric shall occur the same day that the seeding of an area has taken place.
- C. Fabric shall completely cover all areas which are shown on the Drawings to be protected from erosion. After fabric installation, the entire area shall be rolled with a smooth roller weighing between 200 to 250 pounds. After rolling, the fabric shall be in intimate contact with the soil

surface at all points. Any clods, etc., which hold the fabric off the ground should be removed. The fabric shall be forced down into any depressions and held there with a staple.

# 3.4 MAINTENANCE

- A. General: The project areas shall be kept clean at all times and care shall be taken that use of the premises shall not be unduly hampered by Work herein specified. The intent of this Section is to ensure a healthy, well-established turf, and prevent soil erosion in compliance with the Land Disturbance Permit issued by the Missouri Department of Natural Resources.
- B. Responsibility: The Owner shall be responsible for maintenance of all seeded areas upon completion of seeding and general acceptance by the Construction Administrator.
- C. Damage: Damage to seeded areas during the project shall be repaired by the persons responsible for causing such damage.

# 3.5 GENERAL ACCEPTANCE

A. The Construction Administrator shall make an inspection of the seeded areas upon completion of seeding. Seeded areas shall be considered acceptable if the specified quantities of fertilizer & seed have been properly applied.

# 3.6 GUARANTEE

A. The Contractor is responsible for the proper application of the fertilizer & seeding. Watering, weeding, re-seeding, and mowing will be the responsibility of the Owner after proper application of the seed.

# **END OF SECTION 329219**